

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE 1 OF 3 PAGES	
2. AMENDMENT/MODIFICATION NO. 0007		3. EFFECTIVE DATE 8-8-02		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
U.S. Army Engineering & Support Center, Huntsville ATTN: CEHNC-CT-S/Laura Harbin 4820 University Square Huntsville, AL 35816-1822 (256) 895-1171							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. DACA87-01-R-0027			
				<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 30 Sep 01			
				10A. MODIFICATION OF CONTRACTS/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

SEE ATTACHED

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

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_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

## STANDARD FORM (SF) 30 BLOCK 14 CONTINUATION PAGE

1. Amendment 0007 is issued to make the following changes:
  - a. Section B, Supplies or Services and Prices/Costs, has been significantly revised, and as a result a detailed description is not provided.
  - b. Section C, Description/Specifications/Work Statement has been significantly revised, and as a result a detailed description is not provided.
  - c. Section E, Inspection and Acceptance, clause 52.246-5, Inspection of Services—Cost-Reimbursement has been deleted.
  - d. Section F, Deliveries or Performance, paragraphs F.2 and F.3 have been changed.
  - e. Section G, Contract Administration Data has been significantly revised, and as a result a detailed description is not provided.
  - f. Section H, Special Contract Requirements, has been significantly revised, and as a result a detailed description is not provided.
  - g. Section I, Contract Clauses, has been significantly revised, and as a result a detailed description is not provided.
  - h. Section J, List of Documents, Exhibits, and Other Attachments, has been significantly revised, and as a result a detailed description is not provided.
  - i. Section K, Representations, Certifications, and Other Statements of Offerors or Respondents, has been restructured and provisions have been updated.
  - j. Section L, Instructions, Conditions, and Notices to Offerors, has been significantly revised, and as a result a detailed description is not provided.
  - k. Section M, Evaluation Factors, has been significantly revised, and as a result a detailed description is not provided.
2. To facilitate the posting of these changes, the following pages are hereby deleted and the revised pages substitutes therefore:

<u>SECTION</u>	<u>DELETE</u>	<u>SUBSTITUTE</u>
A	Pages 1 through 2	Page 1 through 2 (Amend 0007)
B	Pages 3 through 6	Page B-1 through B-2 (Amend 0007)

C	Pages 7 through 13	Page C-1 through C-14 (Amend 0007)
E	Pages 14 through 15	Page E-1 (Amend 0007)
F	Page 16	Page F-1 (Amend 0007)
G	Pages 17 through 18	Page G-1 through G-2 (Amend 0007)
H	Page 19	Page H-1 through H-4 (Amend 0007)
I	Pages 20 through 31	Page I-1 through I-12 (Amend 0007)
J	Pages 32 through 67	Page J-1 through J-2 (Amend 0007)
K	Pages 68 through 76	Page K-1 through K-10 (Amend 0007)
L	Pages 77 through 90	Page L-1 through L-18 (Amend 0007)
M	Pages 91 through 92	Page M-1 through M-3 (Amend 0007)

3. Revised pages have been provided to indicate changes made by this amendment; however, there is no responsibility on the part of the Government that these are the only revisions. Offerors should read the entire amendment for changes. Changes are indicated in bold print.

4. Offerors must acknowledge receipt of this amendment with their proposals at the required closing date and time.

5. All other terms and conditions remain unchanged. The date and time specified for receipt of proposal remains 3 October 2002 at 2:00 p.m. local time.

## **Section B**

### **EXECUTIVE SUMMARY**

**B.1 OBJECTIVE.** To privatize the natural gas utility system(s) at the United States Military Academy, West Point (hereafter referred to as the “Installation” or USMA) and to procure utility services from the new owner of the system. Privatization is the conveyance ownership of a utility system, or part of a utility distribution system to a municipal, private, regional, district, or cooperative utility company or other entity and the simultaneous procurement of the utility distribution services from the new owner of the system. The acquisition of gas as a commodity is not included in this contract.

**B.2 BACKGROUND.** DOD Reform Initiative Directive #49 states that the DOD will privatize all of its electric, water, wastewater, and natural gas utility systems, except where privatization does not meet the economic criteria of Section 2688 of Title 10, US Code (USC) for Privatization of Defense Utility Systems or where unique security reasons mandate continued Government ownership.

**B.3 CONTRACT STRUCTURE.** The U.S. Army Engineering and Support Center, Huntsville will utilize a single-step contracting process to privatize the utility distribution systems. In this process the Government will evaluate proposals to determine which proposal will be most advantageous to the Government. If the selected proposal is determined to provide a long term economic benefit to the Government, a contract will be awarded to the selected contractor for conveyance of the utility distribution system. If it is determined to be uneconomically feasible to privatize, a contract will not be awarded.

**B.4 TECHNICAL AND PRICE PROPOSAL.** Each offeror shall submit proposals in accordance with Section L.

**B.5 INSTRUCTIONS FOR COMPLETING SCHEDULE B.** Section B solicits the offerors price for the acquisition price, utility services, capital investment, and monthly credit for acquisition price. The proposal shall incorporate all costs of service in accordance with Section L.

**B.5.1 Acquisition Price (CLIN 0001AA).** The offeror shall state a price for which he will purchase the utility system.

**B.5.2 Utility Services (CLIN 0001AB).** The offeror shall propose a fixed monthly charge for 36 months which charge shall include all costs to provide gas utility service to the installation. This charge shall include, but not be limited to, operation and maintenance and capital recovery for routine replacements and renewal costs. Prices proposed for the Fixed Monthly Charge shall be based on expected price levels during the first three years of utility service. This price will be redetermined in accordance with Section I, clause 52.216-5, Price Redetermination-Prospective.

**B.5.3 Capital Investment Recovery (CLIN 0001AC).** The offeror shall propose capital investment recovery in accordance with Sections H and L. Capital costs may include, but not be limited to, the initial capital upgrades, the recoverable portion of the Acquisition Price, mobilization capital costs, and capital costs of other upgrade, improvement, or system expansion/addition projects proposed throughout the contract. The monthly cost of service charges (as described in H.12) for each capital project shall be summed to define cost of service charge for this CLIN. The CLIN is indicated as “TBD” until amortization schedules are developed, submitted and approved.

**B.5.4 Credit as Payment for Purchase Price (CLINs 0001AD).** The offeror shall offer a credit against the annual service charges as payment for the utility distribution system. This credit may take the form of a lump sum credit or a reduction in monthly charges for the utility services provided.

**B.6 CONTRACTING AUTHORITY.** This contract will be awarded in accordance with the authority granted to the Secretary of the Army by Section 2688 of Title 10, US Code.

## SUPPLIES OR SERVICES AND PRICES.

### PRIVATIZATION OF the NATURAL GAS SYSTEM UNITED STATES MILITARY ACADEMY, WEST POINT, NY

#### SCHEDULE B

<b>SCHEDULE B</b>				
<b><u>ITEM NO.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT OF ISSUE</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>TOTAL AMOUNT</u></b>
<b>CLIN 0001</b>	Natural Gas Distribution System, USMA			
<b>CLIN 0001AA</b>	Acquisition Price, USMA Natural Gas Distribution System Indicate whether the credit will be in the form of a Lump Sum Credit or Monthly Credit (CLIN 0001AD must be completed for monthly credits.) (See Section B, Paragraph B.5.1)	<b>1JB</b>	\$ (_____)	\$ (_____)
<b>CLIN 0001AB</b>	Utility Services, Gas Distribution System in accordance with Section B, paragraph B.5.2.	<b>36 MO</b>	\$ _____	\$ _____
<b>CLIN 0001AC</b>	Capital Investment Recovery in accordance with Section B, paragraph B.5.3.		<b>TBD</b>	<b>TBD</b>
<b>CLIN 0001AD</b>	Monthly Credit for Acquisition Price (See Section B, Paragraph(s) B.5.1 & B.5.4). \$ _____ monthly credit _____ # of months	_____ MO  (fill-in the # of months)	\$ (_____)	
<b>CLIN 0002</b>	Other services (e.g., New Connections and Expansions as determined over the life of this contract)		<b>*TBD</b>	

\*This is not an evaluated CLIN.

**Section C**  
**DESCRIPTION / SPECIFICATIONS / WORK STATEMENT**

**C.1. REQUIREMENT.**

The contractor shall provide reliable, adequate and dependable utility services to all facilities on a 24-hour, 365 days per year basis. The contractor shall be responsible for all service or supply work required to provide the utility service as specified. The Contractor shall furnish, install, operate, and maintain all facilities required to furnish the service hereunder. The Contractor shall be responsible for all capital improvements necessary to maintain, modify, repair, upgrade, and expand the gas distribution system to meet the installation's utility requirements listed herein. The contractor shall provide all financing required for capital improvements unless otherwise specified by the Government.

**C.2 CHANGE OF OWNERSHIP.**

If the Contractor sells or otherwise conveys ownership of the system at any time during the contract period, the conveyance shall be subject to this contract and any subsequent owner shall become successor-in-interest under this contract. Changes in ownership of the Contractor's company, corporation or similar parent organization are subject to contracting officer approval in accordance with FAR Subpart 42.12, Novation and Change of Name Agreements.

**C.3 LIMITED USE OF FACILITIES.**

The utility system may not be used to serve customers other than the Government without approval of the Contracting Officer. If approval is granted, the service shall not impact the cost of service to the Government or diminish the Government's ability to meet its mission readiness requirements. In the event that customers other than the Government are served, the Contractor shall prorate and allocate services charges, operation, maintenance, repair, replacement, and capital improvement expenses accordingly. By agreement with Highland falls, the natural gas supplier transports gas to Highland Falls through the USMA gas distribution system. USMA collects a fee from the gas supplier for this service. After award of this contract, the distribution system on USMA shall continue to be used to serve Highland Fall and USMA will continue to collect this fee.

**C.4 TOOLS AND EQUIPMENT.**

Unless otherwise specified, Government-owned tools, vehicles and equipment shall remain the property of the Government.

**C.5 CODES AND STANDARDS.**

The Natural Gas Distribution System shall be operated and maintained in accordance with the Code of Federal Regulations (CFR), Title 49, Department of Transportation (DOT), Sections 190, 191, 192, 199; 16NYCRR Part 255; the DOT Guidance Manual for Operators of Small Natural Gas Systems; the National Gas Safety Code (ANSI-C2); National Gas Code, and all applicable Federal, State, and local laws, regulations, and codes.

**C.6 CONTRACTOR'S REPRESENTATIVES.**

The Contractor shall designate a Project Manager for this contract. The Project Manager shall be responsible for the complete coordination of all work under this contract. The Contractor's personnel shall provide positive identification (personal and corporate ID) and wear a company badge on his person, in clear view, at all times. Such personnel shall observe post regulations including but not limited to safety, security, environmental regulations, and ordnance safety.

## **C.7 COMMENCEMENT OF SERVICE**

**C.7.1** The Owner shall commence service upon system conveyance and issuance of notice to proceed. Within 30 days after award of the contract, the contractor shall submit a revised transition plan in accordance with DID P0016.

**C.7.2** The initial work under this contract will be to characterize the system and prepare a work plan for execution of capital improvements for the utility systems (Section J, Attachment J.1).

## **C.8 SYSTEM OWNERSHIP BOUNDARIES.**

The Government will grant the contractor an easement which will permit the Contractor to operate and maintain the gas utility system at USMA. The distribution system included in this contract begins at the down-stream side of the gas suppliers pressure-reducing valve, and includes all of the exterior distribution system and it's components, up to the point where the piping enters into the building. Refer to Section J for maps of each system. The system is from the down stream Central Hudson Owed Regulator off NY State Route 218 commonly referred to as the Crows Nest Regulator to the fence line leaving USMA property at the vicinity of the Thayer Gate. It also includes the distribution system on what is called South Post. Central Hudson owns a number of central pressure regulators and meters that will remain with Central Hudson. A list of these is provided in Section J. O&M of building and fenced facilities shall remain the responsibility of USMA.

## **C.9 PERFORMANCE OF WORK.**

### **C.9.1 Coordination.**

Routine work, such as scheduled maintenance, testing, and placement or retirement/removal of system components, shall be coordinated with the Contracting Officer or the Contracting Officer Representative (COR), on a weekly basis, to ensure minimal impact to Post missions and operations. Contractor shall provide, in writing, the name of a single point of contact for coordination. The Contractor shall submit for approval by the Contracting Officer a workplan (in accordance with DID P008) containing the type and extent of work to be performed. Open trenches or road restrictions will not be permitted without the approval of the Contracting Officer and must be coordinated with the dig-permit system.

### **C.9.2 Work Control.**

The Contractor shall take into full account the special Public, Military and Academic nature of the United States Military Academy and its prominence as a tourist attraction, all of which will be in operation during the course of this contract.

**C.9.2.1 Housekeeping.** The Contractor shall ensure that all debris and materials are properly controlled at work areas and a final site clean up is completed at the end of projects or repair. In the performance of any work under this contract all areas shall be maintained in a neat, clean and orderly fashion. Where materials, supplies, or equipment cannot be kept on the designated site area in neat, clean and orderly fashion, and thereby cause an unnecessary eyesore, they shall be moved to other locations, on or off Government property, as directed by the Contracting Officer. The Contractor shall, at all times, furnish from his own organization a sufficient force to carry out the housekeeping and cleanup requirements on both exterior and interior areas affected by his contract operations, on a day to day basis throughout the life of the contract.

For projects that produce debris or waste material, the Contractor shall provide and maintain a dumpster of sufficient size at each project site. The dumpster shall be replaced at regular intervals to avoid overfilling and spillage and the area around the dumpster shall be kept clean at all times.

Debris and other rubbish shall be disposed of, off of the Military Reservation. Burning of rubbish or site removal items will not be permitted. Scrap, debris and surplus construction materials are not to be disposed of in the "Post Sanitary Disposal Containers" (Dumpsters), which are distributed throughout the area, but



must be loaded in the Contractor's dumpsters for disposal at a location other than the United States Military Academy.

**C.9.2.2 Pedestrian Traffic Ways.** Sallyports and other access ways shall be fully usable. The Corps of Cadets will actively use the sallyports. Sidewalks and paths shall be maintained in safe and usable condition to the fullest extent practicable during project performance. On Fridays before the home football game, the Contractor shall either temporarily backfill all excavations or plate them.

**C.9.3 Connections/Disconnections.**

The Contractor shall add new distribution piping and service points and/or deleting service points as required by the Government. Permanent disconnection shall be made at the main and the service abandoned as described herein. The Contractor shall have approval from the COR before adding or deleting service points.

**C.9.4 Site Restoration.**

The Contractor shall restore all work areas to a condition equivalent to that existing prior to the Contractor's work, including any required cleanup, restoration of paved areas, vegetation, painting, removal of marks, patching, and so forth. All marking of pavements or other areas will be coordinated prior to marking. All construction materials, debris and soil, shall be removed from USMA by the Contractor. All waste material and housekeeping during the period of Contractor operation shall be the responsibility of the Contractor to remove and dispose of off USMA's property. Disposal of this material shall be in accordance with Federal, state, and local laws and regulations.

**C.9.5 Removed or Salvaged Materials.**

Disposition of facilities and material removed from a system shall be the responsibility of the Contractor. If the cost structure is dependent upon in-place value, the salvage value of equipment removed from service prior to the end of its useful life shall be deducted from the in-place value of the system.

**C.9.6 Abandonment.**

Existing aboveground system equipment shall be removed when replaced or no longer utilized. The Contractor shall not abandon aboveground equipment in place unless approved by the Contracting Officer. The Contractor will not be responsible for any portion of the existing system abandoned in place prior to system conveyance. Abandoned plant (e.g., hidden piping, regulators, valves) shall be documented in the initial system inventory and noted as remaining under Government control and/or ownership. Abandoned plant not identified on existing maps but found during operations shall be documented on the drawings noted as remaining under Government control and/or ownership. In order to prevent hazardous conditions, the Contractor shall be responsible for ensuring that no interconnections exist between abandoned and utilized facilities.

**C.9.7 Line Location and Digging Permits.**

All excavations on USMA shall be performed only after receipt of a digging permit except in cases of an emergency (e.g. a natural gas leak). If the excavation is required by other than the Contractor, the Contractor shall locate and mark underground natural gas lines. All requests for digging permits will be made to the USMA DHPW in accordance with the USMA Dig-Safe Permit Policy See Attachment J.24). The DHPW will maintain a log of requests using a number to track requests and permits. All parties will refer to the tracking numbers in correspondence. The DHPW will notify each affected utility within 24 hours of receipt of requests. The Contractor is responsible for updating natural gas distribution system drawings and submitting a report on any identified changes to other utility or underground facilities discovered during the digging.

**C.9.8 Working Conditions - Hours of Work and Government Holidays.**

**C.9.8.1 Working Hours:** Normal working hours shall be Monday-Friday 0745 to 1630 hours. The Contracting Officer must approve differences to these working hours.

**C.9.8.2 Non-Working Hours:** During the course of this contract the Contractor shall not perform any physical work on the days/periods listed below:

(1) **Graduation Week:** A seven day period starting the Sunday before graduation. This is usually the end of May or beginning of June.

(2) **Reception Day:** A single day in the end of June or early July when the new Cadet class arrives.

(3) **Football Home Games:** Exact dates will be furnished to the Contractor on request in the year that they will occur.

(4) **All Government Holidays.**

New Year's Day  
Martin Luther King's Day  
President's Day  
Memorial Day Holiday  
Independence Day Holiday  
Labor Day Holiday  
Columbus Day Holiday  
Veterans Day Holiday  
Thanksgiving Day  
Christmas Day

(5) **Special Events,** of no more than two (2) days in duration (i.e. Presidential Visits).

**C.9.8.3 Ceremonies.** Parades, reviews or similar ceremonies are routinely conducted three or four times a week. Hours of such ceremonies are normally 5:00 p.m. on weekdays and 1130 a.m. on Saturdays, although there are exceptions to these hours. Detailed schedules of ceremonies may be obtained two (2) months in advance on request from the Contracting Officer. The following requirements shall apply to all Contractor's activities in connection with these ceremonies.

(a) **Right of way** shall be given to cadets marching in formation to or from ceremonies.

(b) **During the actual ceremonies,** the Contractor's activities that produce noise to an extent which would distract or interfere with the ceremony, such as the operation of loud and noisy machinery, shall be suspended until the ceremony is over (except for work that is being performed under emergency conditions).

All cost for conformance with the above stated requirements shall be included with contract amount and no claim for extra cost shall be considered.

**C.9.9 Permits and Responsibilities.** The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to performance under this contract. Specifically, the Contractor shall submit prior to performance a permit issued to them by the New York State Department of Environmental Conservation pursuant to 6 NYCRR 364. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

**C.9.10 Compliance With Post Regulations.** The Contractor shall comply with all Post Regulations, policies and guidance documents that will apply to his operation, particularly those pertaining to fire prevention, sanitation, and the driving/parking plan. In addition to observing these Regulations, the Contractor will insure that all sub-contractors, employees, or other persons connected with the performance of this contract comply with these

regulations. The Contractor is responsible for securing proper parking passes, if required, through Contract Administration, Bldg. 681, West Point.

**C.9.11 Medical Services.** Medical services for the Contractor's employees are the responsibility of the Contractor. The Government, however, will provide on emergency basis, medical services for job related injuries while an employee is performing under this contract. The Contractor will reimburse the Government for emergency medical services.

**C.9.12 Vehicle Registration and Operation.** The Contractor and Contractor employees shall register vehicles with the USMA Provost Marshal within 5 working days from date of employment and renew registration annually thereafter. The registrant shall remove the registration decal from the registered vehicle upon termination of employment or sale of vehicle. Personnel operating vehicles on government property shall possess a valid New York or other state driver's license. The Contractor shall not fuel and/or maintain personal or Contractor owned vehicles in government furnished facilities.

Privately owned and Contractor owned vehicles operating at USMA are required to display a valid mechanical safety inspection sticker. If the state in which the vehicle is licensed or registered does not require a mechanical safety inspection, the requirements of the State of New York in this respect will govern.

All vehicles operating on the above named military reservation are subject to the Traffic Codes published by USMA. Copies of the Traffic Codes are available in the Provost Marshal's Office.

**C.9.13 Easement and Right of Way Maintenance.**

The Government will perform grounds maintenance of all fenced areas housing the gas system and gas system rights of way.

## **C.10 SERVICE AND TROUBLE CALLS.**

**C.10.1 Government Responsibilities.**

The Government will receive service and trouble calls through the DHPW service desk during normal operating hours (0745 – 1630) and through the power plant other times. The Government call center representative will contact the contractor Service Office to report service and trouble calls.

**C.10.2 Contractor Responsibilities.**

**C.10.2.1** The Contractor will provide a 24-hour Service Office telephone number to the Government. This number shall be manned at all times by a Contractor employee or answering service (neither answering machines nor pagers are acceptable).

**C.10.2.2** The Contractor shall implement a Trouble Ticket reporting system that maintains a record of calls for repairs, outages, and restoration of service. This record shall include the service performed, the time of notification; the time expended repairing or restoring service, and the cause of the outage (if applicable). This information shall be provided to the Contracting Officer's Representative (COR) at the end of each month.

**C.10.2.3** The Contractor shall provide a list of the points of contacts during non-duty hours. As a minimum, this list should include the name(s), position/title and phone(s) number(s).

**C.10.2.4** Upon notification of an outage or other service call on USMA, the Contractor shall respond and take action to safeguard life and property within one hour during normal duty hours (0745-1630, Monday through Friday) and within two hours hour during non-duty hours. To respond means the contractor shall have a representative on-site properly equipped and capable of assessing the situation, arresting any reasonably expected hazard to life and property, and determining the necessary action to effect repairs. The contractor shall correct any safety condition within the time required by applicable law or regulation. If

there is a loss of gas service, the contractor shall diligently and continually pursue the repair until service is restored. If repairs cannot be completed at that time, the Contractor shall ensure danger or risk is eliminated and shall notify the COR as to the status of the repair work. The above response times do not apply to conditions where inclement weather (tornadoes, ice/snow storms, major lightning storms, floods) prevents normal operation. It is recognized that extraordinary conditions will cause the response times to vary proportionally to the number and expanse of system outages, and the priority of service restoration.

**C.10.2.5 Response to Reports of Gas Leaks.** The Contractor shall provide all equipment and supplies necessary to assess and repair any natural gas leak within the time required by applicable codes. The Contractor shall respond and take any action necessary to safeguard life and property. The Contractor shall notify emergency management personnel (fire department, police, etc) as appropriate. If the location is found to be in the Contractors system, the Contractor shall respond as required by 49 CFR 192, 16NYCRR Part 255, and State, local laws, regulations, and codes. If the leak is downstream of the system owned by the Contractor, the Contractor shall isolate the leak if there is potential for personal injury or property damage and report the location of the leak to the COR

## **C.11 Emergency Operations.**

The Contractor shall have an emergency operations plan in accordance with 16NYCRR 255 and DID P006. The plan shall be updated when changes occur but as a minimum every 5 years. The plan shall list the priority of service restoration for the installation and other customers (if applicable) in the service area. The contractor shall document all aspects of the contractor's response to emergency conditions including but not limited to system failures due to acts of God, breakdown, or demand spikes. In the event damages from a storm or disaster is widespread and affects the Contractor's other customers (off the installation), DHPW personnel at the installation must be informed of the Installation's restoration priority. The Government requires first priority response for service restoration to mission critical facilities during national emergencies, deployments, and alerts. The order of priority for service restoration at USMA is medical, command and control, heating facilities, feeding facilities with others following.

## **C.12 SCHEDULED OUTAGES.**

Scheduled outages shall be coordinated with the DHPW seven working days prior to the scheduled outage. Notification shall include date, time of outage, a list of buildings that will be affected and the estimated time until the service will be restored. Additionally, the Contractor shall personally notify all customers affected by the outage. The Contractor shall cooperate to facilitate natural gas service outages required by the Government. Lighting and/or re-lighting of pilot lights shall be the responsibility of the Contractor. The Government reserves the right to deny scheduled utility outages and reserves the right to cancel at any time, before or during, a scheduled outage at no cost to the Government. The Contractor shall immediately inform the Government of instances where stopping work will place people or equipment in danger and agreement will be reached as to how soon service can be restored while achieving a safe system configuration.

## **C.13 EXERCISES AND CRISIS SITUATIONS REQUIRING UTILITY SUPPORT.**

The contractor shall respond to installation emergency and crisis situations (i.e., hostage situations, bomb threats, fires, etc.) and related exercises that require utility support. The contractor shall respond to these events within one hour after notification during regular duty hours and within two hours otherwise. The contractor shall advise and assist the on-scene commander until the event is terminated.

## **C.14 EMERGENCY NOTIFICATION PROCEDURES.**

Contractor personnel witnessing a fire, accident, criminal act, threatening act or condition related to the systems under the contract, shall notify the proper authority on the installation by dialing 911, or personally reporting the act or occurrence to the installation Fire Department or Military Police. In case of emergencies (e.g., broken water line, etc), the Contractor shall initiate corrective action and shall immediately notify the COR. The Contractor shall record the time of notification, the person notified, and the scope of the

emergency or repair. The contractor shall maintain the record of emergency or repair notification for a period of one year.

## **C.15 METERING.**

The installation's natural gas suppliers are responsible for providing main metering devices. The Contractor shall assume full ownership of Government-owned meters used by the installation to bill reimbursable customers (tenants). All of these customers are or will be metered. Lists of meters on reimbursable facilities can be found in Section J. The Government will read all meters. Cost associated with the maintenance, operation, calibration, and replacement of these meters shall be incorporated into the price of Operations and Maintenance (O&M). These meters shall be calibrated at the beginning of the contract period and every 10 years thereafter or when there is suspicion that the meter is out of calibration. Although the locations of the meters change from building to building, the overall number of secondary meters remains fairly constant.

## **C.16 CHANGE IN CAPACITY, REQUIREMENTS, OR CHARACTER.**

The Contracting Officer will inform the Contractor of any material changes anticipated in the required system capacity or characteristics of the service required at each existing serviced location or new service locations. The Contracting Officer shall provide the Contractor a copy of the annual updates to the 7-Year Capital Improvement Plan. The Contractor shall, after approval of the Contracting Officer and issuance of additional contract action (if required), upgrade or expand the utility distribution systems as required to provide acceptable service to all new or existing connections. See Section H.9, Method of Ordering for requirements. The Contractor shall provide to the Government an estimate for system modifications (including upgrades, additions, etc.) by individual project, providing project data and other pertinent information in accordance with DID P004. Workplans will be processed through the submittal (by the contractor) of DID P007, Request for Action and DID P008 Work Plan.

## **C.17 SAFETY AND HEALTH.**

### **C.17.1 SAFETY AND HEALTH PLAN.**

The Contractor shall develop, document, and implement a safety and health plan for this contract that: safeguards the lives and health of employees and other persons; prevents damage to property, materials, supplies, and equipment; and prevents work interruptions. The plan shall be prepared in accordance with DD Form 1664, Data Item Description (DID) P017; in accordance with applicable provisions of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, the applicable installation safety and health requirements, and the Contractor's approved safety and health plan. This Safety and Health Plan shall be submitted to the Contracting Officer for approval sixty days prior to system conveyance.

EM 385-1-1 is available at <http://www.hnd.usace.army.mil/techinfo>. AR 385-40 is available at [http://www.usapa.army.mil/pdf/r385\\_40.pdf](http://www.usapa.army.mil/pdf/r385_40.pdf). The Contractor shall comply with accident reporting requirements as outlined in the U.S. Army Regulation No. 385-40. All accident reports shall be submitted to the Contracting Officer.

The following publications/standards are recommended for Contractor reference files. This is not intended as an all-encompassing list.

OSHA 1926 Construction  
OSHA 1910 Industrial  
ANSI Standards

### **C.17.2 SPECIFIC USMA REQUIREMENTS**

In performance under this contract, the Contractor shall observe the following specific measures.

a. Prior to commencement of work at any job site, the Contractor shall submit a detailed accident prevention plan, written for the specific work to be performed. The plan shall include but not limited to control measures the Contractor shall take to control hazards associated with materials, services, operations or equipment. The Contractor shall ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.

b. The Contractor shall designate a member of the Contractor's management or a Safety/Health representative to provide for frequent and regularly scheduled safety/health inspections of work sites. The Contractor's representative shall be certified to be knowledgeable of OSHA 1910 (Industrial), OSHA 1926 Construction and EM 385 1-1. The Contractor's representative shall correct any unsafe/violated condition immediately.

c. Prior to bringing hazardous substances, as defined in 29 CFR 1910.1200, on to the job site, all employees involved shall be advised of Material Safety Data Sheet (MSDS) information and a copy of each hazardous substance's MSDS shall be provided to the Contracting Officer. The Contractor shall inventory all materials requiring MSDS information on a weekly basis. This inventory shall be put into a report named "Hazardous Substances Location Report" (HS). For all materials requiring MSDS information, the report shall include as a minimum the following:

- a. Common Name for each material
- b. Location of each material
- c. Hazardous substance & Chemical Abstract Substance Registry Number (CAS)
- d. Quantity of each substance

The inventory shall be conducted every Friday by the Contractor and shall be submitted the following Tuesday morning at 0800 to the Contracting Officer. This requirement is in accordance with the Emergency Planning and Community Right to Know Act (EPCRA) Inventory. Additional instruction on this act can be acquired from the West Point Environmental Management Office upon request through the Contracting Officer.

d. The Contractor shall provide approved safety barricades, signs, and signal lights at work areas. Plastic safety fencing is not approved for use at USMA.

e. The USMA Safety Manager or his designate will shut down any job performed in an unsafe or hazardous manner or that creates an imminent danger to USMA or Contractor employees. The Contractor will receive no compensation for such occurrences.

## **C.18. QUALITY CONTROL AND ASSURANCE.**

**C.18.1 QUALITY CONTROL AND ASSURANCE PLAN.** The Contractor shall develop, document, and implement a quality control and assurance plan for this contract in accordance with DD Form 1664, DID P018. This quality plan shall be submitted to the Contracting Officer for approval thirty days prior to system conveyance.

**C.18.2 SERVICE QUALITY.** The Contractor shall develop and implement a Performance, Measurement and Verification Plan (DID P015). As part of this plan the Contractor shall monitor and document service quality including outages and other indicators of service quality. This information shall be provided in a semi-annual report to the Contracting Officer. The report shall provide a history of service (outages, service variations, etc) history for the location and list other areas of the system that may be subject to the same condition. The report shall list steps (actions and schedule for implementation) that will be taken to ensure the problem does not continue or propagate.

## **C.19 COMMUNICATIONS.**

Communications equipment (telephones or radios), required for execution of work on the installation, may be installed after receiving written approval from the Contracting Officer. Additional communications equipment frequencies, antenna locations, and equipment placement in or on real property facilities shall be approved prior to installation or operation.

## **C.20 EASEMENTS AND RIGHT OF WAY.**

The Government will grant the Contractor an easement(s) to construct, operate, maintain, repair, and replace the natural gas distribution system. Requests for new easements and/or licenses shall be submitted to the DHPW through the COR. Modifications to existing easements may be made by mutual written consent of the parties to the easement. Easements granted under this contract will not be exclusive (that is, they may be joint for other utilities) and will not prevent Government use of such areas for activities that do not present a safety hazard or prevent Contractor access for maintenance. Easements will be of minimal width (to be specified in the easement) to meet the specific, existing facility access needs. Easements will be subject to existing structures and improvements, and the Government will not be required to relocate existing facilities because of encroachment onto easements. The Contractor shall obtain and execute agreements for railroad crossings and similar easements with individual companies to whom exclusive rights of way/easements have been granted by the Government.

## **C.21 ACCESS TO POST.**

The contractor will be restricted in secure areas, live fire training areas, and during times when the post is secured due to threat or alert. The Government may limit or restrict the right of access granted in any manner considered to be necessary (e.g., national security, public safety). If the Contractor locates a construction trailer on post, a no-cost license will be issued. The license will be for a term commensurate with the construction period and will provide for termination of the license upon completion of the work. Access for major projects shall be coordinated with the COR ten working days prior to performance of work. USMA is an open post but access may be limited at times with controlled gate openings and closures. Gate operating times and procedures are published by the Provost Marshal's Office. Unscheduled gate closures by the Military Police may occur at any time, and personnel entering or exiting USMA may experience a delay due to vehicle inspection, registrations, wearing of seat belts, etc. When an unforeseen closure of USMA occurs during normal duty hours, the Contractor shall reschedule the work. The exact date and time will be coordinated with the COR Emergency work shall continue regardless of closure of USMA.

## **C.22 ENERGY MANAGEMENT SYSTEMS.**

The Government reserves the right to install, operate and maintain systems and equipment for the reduction of energy usage. The Government reserves the right to operate propane-air plants or compressed natural gas plants and connect to and inject propane-air or compressed natural gas into the gas distribution line. If the Government has a requirement for the Contractor to tie directly to a gas transportation line or a different local distribution company, the Contractor is responsible for providing the additional connections to the natural gas distribution system.

## **C.23 ENVIRONMENTAL RESPONSIBILITY.**

### **C.23.1 GENERAL.**

The Contractor shall be responsible for compliance with all applicable Federal, State, local environmental laws, regulations and programs on this Installation that relate to or may arise under the performance of this contract. The Contractor is required to meet all environmental obligations and coordinate all environmental issues with the DHPW Environmental Office. The contractor is responsible for any penalty charges resulting from or against the Department of Defense, Department of the Army, or the Installation, or its agents, officers, or employees due to the contractor's failure to comply with environmental laws, regulations, or programs, that relate to or may arise under performance of this contract. For hazardous chemical or petroleum, oil and lubricants (POL) spills caused by or under the control of the Contractor, the Contractor

shall immediately notify the DHPW Environmental Office and COR. The contractor shall take the necessary steps to contain any spill immediately with Contractor furnished materials. Containment and notification shall occur simultaneously. Cleanup and restoration shall be the responsibility of the Contractor, to the satisfaction of the Contracting Officer. The Emergency Planning and Community Right-to-Know Act (EPCRA) requires that site-specific information concerning hazardous chemicals use and releases be provided. The Contractor is required to maintain an inventory of hazardous materials under its control. This inventory shall be provided to the COR on a quarterly basis, both in writing and electronically. Inventories of hazardous substances shall include quantities received, amount used, and quantities turned in for disposal. The amount not accounted for will be considered as quantities that were released to the environment. Questions in reference to the EPCRA can be directed to the DHPW Environmental Office.

### **C.23.2 ENVIRONMENTAL STUDIES.**

As required by Department of The Army, the Government will perform an environmental baseline survey (EBS) in accordance with Army Regulation (AR) 200-1 (DA PAM 200-1). The EBS is conducted to determine and define existing environmental conditions within the easement boundaries granted to the Contractor, up to the date of transfer of the systems. The Contractor(s) shall be responsible for future environmental assessments, studies and coordination applicable to Federal, State, and local agencies. This shall include, but not be limited to, assessments, studies, authorizations and coordination necessary to comply with Federal, State, and local laws regarding environmental protection and enhancement, wetlands, endangered species, cultural/historic/archeological, and hazardous/toxic materials and wastes, as required for Federal Facilities. The Contractor shall perform and submit environmental studies as necessary to perform the work under this contract in accordance with DD Form 1664, DIDs P010, P011, and P012. The Contractor shall be responsible for future environmental assessments, studies. This shall include but not be limited to, assessments, studies, permitting and coordination necessary to comply with Federal, State, and local laws regarding environmental protection and enhancement, wetlands, endangered species, cultural/historic/archeological, and hazardous/toxic materials and wastes, as required for Federal Facilities.

### **C.23.3 ENVIRONMENTAL PROTECTION PLAN (EPP).**

The Contractor shall implement environmental protection measures for all applicable operations under this contract IAW existing Government environmental protection plans and governing Federal, State, and local laws and regulations. The Contractor shall develop and submit one copy each of their EPP to the Contracting Officer or designated representative not later than 30 calendar days after contract award. The EPP shall detail the Contractor's plan for implementing requirements for pollution prevention and control, natural and cultural resource conservation and protection, solid and hazardous waste management. The EPP shall demonstrate the methodology for ensuring continuing compliance with federal, state, and local Laws and regulations including, but not limited to, 40 CFR "Protection of the Environment", 49 CFR "Transportation", 6 NYCRR "Conservation", AR 200-1, AR 200-1, AR 200-3, AR 200-4, USMA Spill Prevention Control Countermeasures Plan, USMA Installation Spill Contingency Plans, and the USMA Hazardous Waste Management Plan. Methods of storing hazardous materials shall be included in the EPP. The EPP shall include two sub-plans that complement the Government's counterpart plans.

### **C.23.4 TOXIC/HAZARDOUS MATERIAL AND WASTE MANAGEMENT.**

The Contractor shall have available at each work site where hazardous materials and hazardous waste are used or stored, the applicable Material Safety Data Sheets (MSDS). The Contractor shall use the DOD hazardous Material Information System (HMIS) to research MSDS and order MSDS. MSDS shall be readily available to employees, the Contracting Officer and PW. The Contractor will ensure employees are trained in the proper handling of hazardous materials IAW 29 CFR Part 1925, other OSHA regulations and directives, and the USMA Hazard Communication Program.

### **C.23.5 ENVIRONMENTALLY PREFERRED PRODUCTS**

The Contractor shall use Contractor-obtained environmentally preferred products for the performance of this contract. Unless otherwise specified, in all instances where a product containing non-hazardous components can be substituted for a product with hazardous components, the Contractor will use the product



containing the non-hazardous components. IAW the Emergency Planning and Community Right-to-Know Act (40 CFR Section 303, et. seq.), and AR 200-1, the Contractor shall provide the Contracting Officer or designated representative with a list of Hazardous materials, quantities used, and copies of all applicable MSDS. The Contractor shall clearly label all hazardous material containers IAW all Federal, State, Local and USMA Regulations. All hazardous materials shall be stored IAW the MSDS requirements, and USMA Fire, Safety and Environmental regulations. The Contractor shall verify that materials stored together are compatible. Flammable materials shall be stored in properly marked fireproof lockers or other approved containers. All hazardous materials shall be stored in such a manner as to prevent exposure to the natural elements, such as, rain, snow, dust, and wind. The Contractor shall provide for adequate containment, documentation, transportation, tracking, and turn-in for the disposition of hazardous materials.

### **C.23.6 HANDLING OF HAZARDOUS WASTE**

The Contractor shall handle, inspect, store, transport, and dispose of all hazardous waste IAW 40 CFR Sections 260-265 and 6 NYCRR 370, et. seq. Unless otherwise directed, the Contractor shall characterize all hazardous materials and hazardous wastes. Unless otherwise directed, the Contractor shall use its own EPA identification number in the manifesting, transport and disposal of hazardous wastes. Hazardous materials and hazardous waste training records shall be maintained onsite and shall be readily accessible to the Government.

### **C.23.7 SPILLS**

The Contractor shall contain and cleanup spills and discharges encountered during performance of this contract, maintaining on hand hazardous waste/material handling safety equipment and clothing appropriate for the materials/hazards expected to be encountered, IAW the USMA Spill Prevention Control Countermeasures Plan.

### **C.23.8 CONTRACTOR REPORTING REQUIREMENTS**

**C.23.8.1** For any hazardous material release, spill, or discharge incident on the USMA pursuant to Contractor performance, whether or not caused by the Contractor, the Contractor shall immediately notify (no later than 15 minutes) the USMA fire department at 938-3001 and subsequently notify the Contracting Officer. If a project related incident occurs off USMA, the Contractor shall report it to the National Response Center (NRC), the USMA Coordinator, and the Contracting Officer immediately following discovery and shall also comply with applicable State requirements including reporting to the New York State DEC Spill Hotline at 800-457-7362, and UST NRC at 800-424-8802. When an incident is reported by phone to any of the above agencies, the Contractor shall provide the following Information:

- a. Description of Incident.
- b. Time and Location of incident.
- c. Any injuries incurred.
- d. Estimated quantity of materials (tons, gallons, drums, etc.) involved in incident.
- e. Whether the incident has reached any storm drains, sanitary sewers, ponds, or waterways.
- f. Containment procedures already initiated (brief description of containment, i.e. booms, pads, embankment, sandbags.)
- g. The Contractor's point of contact.

**C.23.8.2** A written follow-up report shall be submitted to the Contracting Officer no later than five (5) calendar days after the initial incident. The written report shall be in narrative form and as a minimum include the following:

- a. Description of the material involved (including identify, quantity, and manifest number).
- b. What time the incident was reported, and to whom it was reported.

- c. Exact Location of the incident, including description of the area involved.
- d. Cause of incident and equipment and personnel involved.
- e. Injuries or property damage of incident.
- f. Containment procedures initiated.
- g. Summary of any communications Contractor has with press, agencies, or Government officials other than the COR.
- h. Description of cleanup procedures employed or to be employed at the site, including disposal location of incident materials.

**C.23.8.3** A follow-up meeting will be held within 5 calendar days after receipt of the written report to discuss after action procedures to eliminate or prevent this type of incident in the future. The Contractor will be required to attend the follow-up meeting.

**C.23.8.4** This reporting requirement is in addition to any other environmental related actions, notices, reports, certifications or compliance's required by other contract clauses or provisions or by federal, state or local law.

## **C.24 DOCUMENTATION.**

The Contractor shall implement and maintain a system for identification, preparation, reproduction, distribution, and maintenance of all documentation and information necessary for the Contractor's management, operation, and maintenance of the facility as well as Government management of the contract. This documentation shall be available at no cost to the Government upon request. Examples of necessary documentation include but are not limited to maps, inventory, operations and maintenance plans, service calls records, work order records, expense records, as-built drawings, quality control inspection documentation, gas leak reports and surveys, etc. Documents shall be submitted to the Contracting Officer (accompanied by Form ENG 4025) on or before the dates specified in the contract and/or task orders. Submittals requiring comment and/or approval by the Government shall be reviewed and comments returned within 30 calendar days of submittal. The Contractor shall respond to the comments within 30 calendar days of receipt by modifying the submittal or by annotating the comments with reason for non-concurrence. The Government will have 15 calendar days to either approve the re-submittal or provide additional guidance to the contractor.

## **C.25 REPORTING REQUIREMENTS**

The contractor shall be responsible for any reporting required by local, State and Federal regulatory bodies. The Contractor shall provide the Contracting Officer with information as necessary to support reports required by the Department of the Army.

## **C.26 UNIQUE HISTORICAL, ARCHITECTURAL AND LANDSCAPING REQUIREMENTS.**

Due to USMA's historical significance, it has a number of unique architectural and landscaping requirements. The contractor's operations shall not detract or defile any of the unique architectural structures or the landscape at this facility. Any areas damaged or scared during operations shall be restored to its original condition at completion of the work. The contractor shall provide special treatment of above ground equipment sites to improve the aesthetics of the area in keeping with the surroundings.

**Artifacts, Preservation & Protection of Historical, Archaeological and Cultural Resources.** Any and all items of prehistoric, historic and military relics or memorabilia, which may be discovered in the course of the

construction activities, shall remain the property of the Government. Examples of such items include but are not limited to: printed matter or other papers, buttons, buckles, or fragments of uniforms, buried weapons, bayonets, sabers, cannon balls, ammunition, fragments of structures or foundations, in short any item of historical or archaeological value. Federal legislation provides for the protection, preservation and collection of scientific, pre-historical, historical and archaeological data, including relics and specimens which might otherwise be lost due to alteration of terrain or building features as a result of any federal construction project. Any person who, without permission, injures, destroys, excavates, appropriates or removes any historical or pre-historical artifact, object of antiquity or archaeological resource from public lands of the United States is subject to arrest and penalty of law.

Cultural resources on Federal property are protected and managed by the Archaeological Resources Protection Act of 1979 and other applicable laws. The Contractor shall exercise care so as not to disturb or damage artifacts or fossils (should any be uncovered) during the excavation operations. Should the Contractor or any parties operating or associated with the performance of this contract discover evidence of possible scientific, prehistoric, historic or archaeological finds within the work limit lines or adjacent to work area shall immediately cease work at that location and notify the Contracting Officer, in accordance with USMA SOP 16-1. The Contractor shall provide the Contracting Officer with all information as to the specific location and nature of the findings. USMA SOP 16-1 will be furnished to the Contractor upon request. The Contractor shall cooperate fully with the Contracting Officer in implementing the procedures of USMA SOP 16-1, except that all notifications by the Contractor shall be to the Contracting Officer and that all directions to the Contractor will be from the Contracting Officer. Where appropriate by reason of discovery, the Contracting Officer may order delays in time of performance or changes in the work or both. If such delays or changes are ordered, an equitable adjustment will be made in the contract in accordance with the applicable clauses of the contract.

## **C.27 CONTRACTOR'S FACILITIES.**

### **C.27.1 Field Office, Shop or Storage for Projects.**

a. If a trailer is required to support any project under this contract, the Contractor shall set up his trailer for use as an office, shop or storage area for supplies at the staging area located within 5 miles of a project site. The Contracting Office will designate the staging area.

b. The Contractor shall construct a temporary 6-foot high chain link fence around trailers and materials. The fence shall include nylon fabric privacy screening on the inside, colored green, or black so that visibility through the fence is obstructed. Fence post may be driven, in lieu of concrete bases, where soil conditions permit. Trailers, materials or equipment shall not be placed or stored outside the fenced area unless such trailers, materials or equipment are assigned a separate and distant storage area by the Contracting Officer away from the vicinity of the Staging Area but within the military boundaries. Trailer, equipment, or materials shall not be open to public view with the exception of those items that are in support of ongoing work on any given day. Materials shall not be stockpiled outside the fence in preparation for the next day's work. At the end of each work day mobile equipment, such as tractors, wheeled lifting equipment, cranes, trucks, backhoes, and like equipment, shall be parked within the fenced area.

### **C.27.2 TOILET FACILITIES**

Portable toilets shall be located as directed by the COR. Upon completion of the project, all temporary toilet facilities shall be removed and any damage to the areas rectified.

### **C.27.3 AVAILABILITY AND USE OF UTILITY SERVICES**

a. The Government will make all reasonable amounts of utilities available during the course of the contract. The Government, at its option, may charge the contractor for the use of utilities. The amount of each utility consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve all utilities.

b. The Contractor, at its expense, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of utility used for the purpose of determining charges. The Contractor shall remove all temporary connections, distribution lines, meters and associated paraphernalia.

#### **C.27.4 COORDINATION**

It shall be the responsibility of the prime Contractor to be fully informed of the extent of the limits of work to be performed by his sub-Contractors. The prime Contractor shall coordinate and be responsible for all coordination of various trades and work.

There are special coordination requirements such as vehicle limitations, parking, staging areas, customer notification, etc. that need to be coordinated prior to performing work.

#### **C.28 NOTIFICATION OF INSPECTION**

The Contractor shall immediately inform the COR, Post Safety Office or Environmental Management Division (EMD), Directorate of Engineering and Housing, USMA through the Contracting Officer or the Contracting Officer's Representative when the United States Environmental Protection Agency (EPA), the New York State Department of Environmental Conservation (DEC), The NYS Public Service Commission, or OSHA, inspector visits the site for an official inspection.

## **Section E**

### **Inspection and Acceptance**

#### **52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)**

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

#### **52.246-4013 ACCEPTANCE**

**a. The services delivered by the Contractor, and any documentation or written material compiled, must be reviewed and approved in writing by the Contracting Officer.**

b. Government inspection and acceptance will not relieve the Contractor of responsibility for technical adequacy or inspection of work.

Note: Acceptance by the Government of a deliverable or submittal shall also be determined in accordance with requirements set forth in each individual Data Item Description (DID). Final acceptance will be granted by the Contracting Officer only.

## **SECTION F**

### **DELIVERIES OR PERFORMANCE**

#### **F.1 52.242-15 STOP-WORK ORDER (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

#### **F.2 COMMENCEMENT OF SERVICE**

**The Contractor shall complete all transitions and be prepared to provide utility services on the performance start date.**

#### **F.3 PERFORMANCE PERIOD**

**The term of this contract is 50 years.**

## **SECTION G**

### **CONTRACT ADMINISTRATION DATA**

#### **G.1 ADMINISTRATION DATA FOR EFFORT PERFORMED PRIOR TO CONTRACT AWARD.**

##### **G.1.1 CONTRACT ADMINISTRATION OFFICE**

**Commander**

**U.S. Army Engineering and Support Center, Huntsville  
4820 University Square  
Huntsville, AL 35816-1822**

##### **G.1.2 CONTRACTING OFFICER**

**Sharon H. Butler**

**U.S. Army Engineering and Support Center, Huntsville  
Attn: CEHNC-CT-S  
4820 University Square  
Huntsville, AL 35816-1822**

##### **G.1.3 CONTRACT SPECIALIST**

**Laura Harbin**

**U.S. Army Engineering and Support Center, Huntsville  
Attn: CEHNC-CT-S  
4820 University Square  
Huntsville, AL 35816-1822  
Phone No. 256-895-1171**

##### **G.1.4 PROGRAM MANAGER**

**Curt Murdock**

**U.S. Army Engineering and Support Center, Huntsville  
Attn: CEHNC-IS-FS  
4820 University Square  
Huntsville, AL 35816-1822  
Phone No. 256-895-1325**

#### **G.2 ADMINISTRATION DATA FOR EFFORT PERFORMED AFTER CONTRACT AWARD**

##### **G.2.1 CONTRACT ADMINISTRATION OFFICE**

**United States Military Academy  
Directorate of Contracting, MADC-III  
Building 681, Hardee Place  
West Point NY 10996-1514**

##### **G.2.2 CONTRACTING OFFICER**

**Daniel D. Hamilton**

**United States Military Academy  
Directorate of Contracting, MADC-III  
Building 681, Hardee Place  
West Point NY 10996-1514**

**G.2.3 CONTRACT Administrator**

**Sherry L Deyo  
United States Military Academy  
Directorate of Contracting, MADC-III  
Building 681, Hardee Place  
West Point NY 10996-1514  
Phone No 845-938-2968**

**G.2.4 BILLING PROCEDURES**

**The contractor shall submit invoices in accordance with the approved milestone schedule.  
Billings for fixed price orders shall be submitted pursuant to FAR clause 52.232-1, Payments.**

**G.2.5 INVOICES WILL BE SENT TO THE ADDRESS DETERMINED AT TIME OF  
CONTRACT AWARD.**

**G.2.6 Payment will be made by:  
DFAS-RO/FPV (Vendor Pay)  
325 Brooks Road  
Rome, NY 13441-4527**

**G.2.3 Technical and Installation Representatives:**

**Technical POC and Facility POC Daniel D. O'Brien**

**G.3 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)**

**The Contractor agrees to attend any postaward conference convened by the  
contracting activity or contract administration office in accordance with Federal  
Acquisition Regulation subpart 42.5.**

**(End of Clause)**



## **Section H**

### **SPECIAL CONTRACT REQUIREMENTS**

#### **H.1 INSURANCE REQUIREMENTS.**

The contractor shall be responsible for all loss of or damage to the natural gas system, except that arising out of the fault or negligence of the Government, its agents, or its employees. Any damage to installation structures and contents of buildings caused by the neglect of the Contractor, shall be repaired, restored, or replaced promptly by an at the expense of the Contractor.

##### **H.1.1 Insurance Certificates**

Prior to commencement of work, the Contractor shall furnish the original of the following insurance certificate to the Contracting Officer. The Contractor shall maintain during the entire contract period the following minimum insurance requirements. See Section I (FAR 52.228-5).

##### **H.1.2 Liability Insurance.**

Comprehensive general liability insurance for bodily injury in the minimum limits of \$500,000 per occurrence. Comprehensive automobile liability insurance covering the operation of all automobiles used in connection with the performance of the contract in the minimum limits of \$200,000 per person, and \$500,000 per accident for bodily injury, and \$20,000 per accident for property damage.

##### **H.1.3 Worker Compensation.**

Workers compensation and employer's liability insurance in the minimum amount of \$100,000.

##### **H.1.4 Changes.**

An endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective until thirty (30) days after the Insurer or Contractor gives written notice to the Contracting Officer.

##### **H.1.5 Catastrophic Insurance.**

The contractor is required to have catastrophic insurance or self-insurance to cover the replacement value of the utility system. Self-insurers must demonstrate that they comply with applicable state laws regulating self-insurance and must demonstrate that they possess sufficient financial resources to replace the system in the event of a catastrophic event. If the Contractor has catastrophic insurance, the Contractor shall provide a copy of the coverage to the Contracting Officer within 30 days after award of the contract. If the coverage is changed the contractor shall provide an updated copy of coverage within 30 days of the change.

#### **H.2 ACCOUNTING PROCEDURES.**

The Contractor shall separately record and classify all costs and payments associated with the system on the installation using accounting procedures that comply with the requirements of Section I, FAR 52.230-2. The Contractor's accounting methodology shall keep track of and clearly communicate, at any point in time, the value of the Contractor's unrecovered capital investment.

### **H.3 INTEREST.**

The Contractor will be allowed to recover its interest costs associated only with capital expenditures to acquire, renovate, replace, upgrade, and/or expand utility systems. The Contractor will not be permitted to receive facilities capital cost of money as a contract cost under FAR 31.205-10, Cost of Money Interest rates used to calculate the allowable interest cost will be limited to 600 points above the Contract Disputes Act interest rate (41 U.S.C. 611) in effect at the time the Contractor makes the capital expenditure.

### **H.4 CONTRACTING OFFICER'S INSTRUCTIONS**

The Contractor will not accept any instructions issued by any person other than the Contracting Officer or the contracting Officer's Representative (COR).

The contractor shall not make any changes in the scope of this contract, which would affect a change in the price or any term or provision of this contract without a modification executed by the Contracting Officer. The contractor is responsible for ensuring that all contractor personnel are knowledgeable and cognizant of this contract provision. Changes to contract effort accepted and performed by contractor personnel outside the scope of this contract without specific authorization of the Contracting Officer shall be the responsibility of the contractor.

### **H.5 CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

**Definition.** Contracting officer's representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

### **H.6 SUPERVISION**

The Government shall not exercise any supervision or control over the Contractor employees performing services under this contract. Such employees shall be accountable solely to the Contractor.

### **H.7 SERVICE CONTRACT WAGE DETERMINATION**

This procurement is subject to the requirements of the Service Contract Act of 1965, as amended. The Wage Determination set forth in Section J is applicable to all contract work performed within the continental United States. Any questions regarding the extent of obligations under the Service Contract Act or the Wage Determination should be addressed to the Administrator, Wage and Hour and Public Contract Division, U.S. Department of Labor, Washington, DC 20210.

### **H.8 CONFERENCES**

Periodic meetings shall be scheduled whenever requested by the Contractor or directed by the Contracting Officer for the resolution of questions or problems encountered in the performance of the work. The Contractor and/or the appropriate representative(s) shall be required to attend and

participate in all conferences pertinent to the work required under this contract as directed by the Contracting Officer.

#### **H.9 METHOD OF ORDERING – (BILATERAL OR UNILATERAL)**

Supplies and services to be furnished under this contract shall be ordered by the issuance of both bilateral and unilateral orders using DD Form 1155. Task order types will be firm-fixed price. The contractor will be required to perform in accordance with the task order or modification. However, the contractor may submit a claim in accordance with 52.233-1 Disputes, if the Contractor disagrees with the adjustment or interpretation of contract terms. See DID P007 for procedures related to any work or additional services that require a contract modification.

#### **H.10 CONSTRUCTION IN PROGRESS AT TIME OF AWARD**

Utility system work for which contracts have been let, but are not completed by the date of award of Utility Services will be completed and conveyed to the Contractor at the fair market value of the improvements. The contractor shall update mapping and inventories to reflect system additions and deletions. The contractor shall modify his cost basis to reflect applicable changes (charges and credits to the Government) in the billing due to the system modifications.

#### **H.11 ANNUAL WORK PLAN.**

The contractor shall submit an Annual Work Plan in accordance with DID P008 (based upon a fiscal year of Oct 1-Sept 30) on or before February 1st of each year. The Government may request clarification or modification of any plan within a thirty (30) day period from the submittal of each such plan. The Contractor shall respond to the Government's comments within a thirty (30) day period from the date it receives the Government's comments. This response shall state whether the Contractor agrees with the proposed modifications the Government has requested, or it shall include reasons why the Contractor does not agree with requested revisions. The Contractor shall not be required to modify its plan to incorporate Government comments if, in the Contractor's discretion, such changes might adversely affect health and safety standards; or if such changes are not consistent with the Contractor's operating standards and procedures for service to customer classes with service requirements substantially similar to requirements at the installation. The Government review will be for the purpose of verifying that service is rendered in accordance with the terms of the contract and that the Contractor's proposed expenditures are consistent with the Government's budget requirements, as well as for necessity of effort and reasonability of costs. The Government may at this time negotiate with the contractor for items that affect the Government's cost of service. The contractor shall be responsible for providing the revised tasks below in accordance with the DID listed, and as defined in Section C of the basic contract except as amended herein. The Contractor shall provide electronic copies along with the hardcopies. If submittal of the Annual Work Plan coincides with a price redetermination milestone the contractor shall submit a cost proposal. If the contract type is fixed price, information contained in the Annual Work Plan submittal will be utilized to set cost spending limits.

- 1- Annual Budget and Expenditure Report: DID P005**
- 2 - System Expansion, Upgrade and Renewal Plan: DID P002.**
- 3 – Staffing Plan: DID P014**
- 4 – Operations, Maintenance and Repair Plan: DID P003**

**6 – Performance Measurement and Verification Plan: DID P009**

**7 – System Inventory and Valuation: DID P001**

**8 – Maps: DID P013**

## **H.12 ACCOUNTING FOR CAPITAL INVESTMENT**

### **H.12.1 Capital Upgrades, Improvements, System Expansion/Addition Projects.**

The price of each capital upgrade project proposed by the Contractor will be recovered through monthly cost of service charges (depreciation and interest) over the useful life of the project assets.

Depreciation of the capital asset shall begin when the asset (upgrade/addition) is put in useful service.

The contractor shall submit a schedule for each project detailing the charges by month for the entire depreciation period. The schedule shall define the depreciation period, total number of payments, and the depreciation amount and interest amount for each payment. Monthly invoices from the contractor shall refer to each specific project schedule by payment number.

### **H.12.2 Recoverable Portion of the Acquisition Price**

The acquisition price has two components: (1) Tangible Assets (structures, components, plant, equipment, inventories, etc.); and (2) Intangible Assets/Goodwill (contracts, licenses/permits, market share, strategic location, excess capacity, new business opportunities, etc.). The recoverable portion of the Acquisition Price is that portion that represents the contractor's investment in the tangible system assets. The value of the tangible assets will be determined using the replacement cost new less depreciation valuation method. This value will be recovered through cost of service charges (depreciation and interest) over the remaining useful life of the system. The intangible assets/goodwill are not recoverable as a cost of service.

The contractor shall submit a schedule for the cost of service depreciation charges by month for the depreciation period. The schedule shall define the depreciation period, total number of payments, and the depreciation amount and interest amount for each payment. Monthly invoices from the contractor shall refer to each specific project schedule by payment number.

### **H.12.3 Mobilization.**

The capital asset costs of mobilization shall be recovered through monthly cost of service charges (depreciation and interest) over the useful life of the project assets. The contractor shall submit a schedule of charges by month for the depreciation period. The schedule shall define the depreciation period, total number of payments, and the depreciation amount and interest amount for each payment. Monthly invoices from the contractor shall refer to each specific project schedule by payment number.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
<b>52.203-12</b>	<b>Limitation On Payments To Influence Certain Federal Transactions</b>	<b>JUN 1997</b>
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
<b>52.215-2</b>	<b>Audit and Records--Negotiation</b>	<b>JUN 1999</b>
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
<b>52.219-4</b>	<b>Notice of Price Evaluation Preference for HUBZone Small Business Concerns</b>	<b>JAN 1999</b>
52.219-8	Utilization of Small Business Concerns	OCT 2000
<b>52.219-9 Alt II</b>	<b>Small Business Subcontracting Plan (Jan 2002) Alternate II</b>	<b>OCT 2001</b>
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
<b>52.222-26</b>	<b>Equal Opportunity</b>	<b>APR 2002</b>
<b>52.222-35</b>	<b>Equal Opportunity For Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans</b>	<b>DEC 2001</b>
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price	MAY 1989

	Adjustment (Multiple Year And Option)	
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.227-1	Authorization and Consent	JUL 1995
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
<b>52.232-1</b>	<b>Payments</b>	<b>APR 1984</b>
<b>52.232-8</b>	<b>Discounts For Prompt Payment</b>	<b>FEB 2002</b>
<b>52.232-11</b>	<b>Extras</b>	<b>APR 1984</b>
<b>52.232-17</b>	<b>Interest</b>	<b>JUN 1996</b>
<b>52.232-23</b>	<b>Assignment Of Claims</b>	<b>JAN 1986</b>
<b>52.232-25</b>	<b>Prompt Payment</b>	<b>FEB 2002</b>
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1 Alt I	Disputes (Dec 1998) - Alternate I	DEC 1991
<b>52.233-3</b>	<b>Protest After Award</b>	<b>AUG 1996</b>
<b>52.237-2</b>	<b>Protection Of Government Buildings, Equipment, And Vegetation</b>	<b>APR 1984</b>
<b>52.237-3</b>	<b>Continuity Of Services</b>	<b>JAN 1991</b>
<b>52.241-7</b>	<b>Change in Rates or Terms and Conditions of Services For Regulated Services</b>	<b>FEB 1995</b>
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.246-25	Limitation of Liability-Services	Feb 1997
<b>52.248-1</b>	<b>Value Engineering</b>	<b>FEB 2000</b>
<b>52.249-2</b>	<b>Termination For Convenience Of The Government (Fixed-Price)</b>	<b>SEP 1996</b>
<b>52.249-8</b>	<b>Default (Fixed-Price Supply &amp; Service)</b>	<b>APR 1984</b>
52.253-1	Computer Generated Forms	JAN 1991
<b>252.201-7000</b>	<b>Contracting Officer's Representative</b>	<b>DEC 1991</b>
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
<b>252.204-7000</b>	<b>Disclosure Of Information</b>	<b>DEC 1991</b>
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
<b>252.209-7000</b>	<b>Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty</b>	<b>NOV 1995</b>
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7003	Compliance With Veterans' Employment Reporting Requirements	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998

<b>252.215-7000</b>	<b>Pricing Adjustments</b>	<b>DEC 1991</b>
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
<b>252.223-7004</b>	<b>Drug Free Work Force</b>	<b>SEP 1988</b>
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.231-7000	Supplemental Cost Principles	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAR 2000
<b>252.247-7024</b>	<b>Notification Of Transportation Of Supplies By Sea</b>	<b>MAR 2000</b>

## **SECTION I NOTES:**

**The following clauses are not applicable to entities submitting prices set by law or regulation:**

<b>52.230-2</b>	<b>COST ACCOUNTING STANDARDS (APR 1998)</b>
<b>52.230-6</b>	<b>ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 1998)</b>

CLAUSES INCORPORATED BY FULL TEXT

**52.204-0911 MEVA Personnel Access Control:**

(a) To enhance security coverage of the core Central Area of USMA, contractor personnel entering the mission essential vulnerable area (MEVA) must obtain and wear a Government issued identification badge.

(b) There will be two (2) types of contractor badges; long term and short term. Long term is identified as contractors working in the MEVA for longer than 12 months. The long-term badges will have a photograph and will only be issued after completion of all requirements identified at (c). Short term is identified as contractors working in the MEVA less than 12 months. To obtain short-term badges, the contractor must only provide the 'Contractor Personnel' listing, that is identified at (c), to the Contracting Officer.

**YOUR CONTRACT HAS BEEN DESIGNATED AS A**  
**X     LONG TERM CONTRACT**  
**SHORT TERM CONTRACT**

(c) To obtain an identification badge, the contractor must complete the 'Contractor Personnel' listing. This listing should also include subcontractor employees that will enter the MEVA. In addition, each contractor and subcontractor employee (on the listing) must complete a SF85 and obtain a FD 258, fingerprint card; contractors are encouraged to allow for "substitute" employees on their 'Contractor Personnel' listing. The 'Contractor Personnel' listing and the SF85 are located on the Directorate of Contracting website at <http://www.usma.army.mil/doc>, click on 'Forms'. The contractor is responsible for duplicating the SF85 for each employee and subcontractor employee. The FD 258, fingerprint card, must be obtained at the Provost Marshal's Office at the U.S. Military Academy.

(d) The permanent MEVA is defined as cadet mess hall and barracks area bounded by and including Pershing Barracks, Grant Barracks (minus Grant Hall), Lee Barracks, the access ramp at the South end of Lee Barracks, Sherman Barracks, Bradley Barracks, Washington Hall, Scott Barracks, MacArthur Barracks, Eisenhower Barracks, and that portion of The Plain south west of diagonal walk.

(e) The completed 'Contractor Personnel' listing, along with the FD 258 fingerprint card attached to the completed SF85 (for each person identified on the personnel listing) shall be forwarded to the Contracting Officer. After receipt of all the forms, you will be notified (by the Contracting Officer) so that you may have your personnel proceed to the Adjutant General (AG) Office, Bldg 622, USMA to obtain the Government issued identification badges. Do not send any employee to the AG office without notice from the Contracting Officer.

(f) Your employees will not be allowed into the MEVA without their identification badge; therefore it is imperative that the Contracting Officer receive the completed forms within fourteen (14) days after notification of contract award. The badges must be worn at all times. Failure to have appropriate identification visible while working in the MEVA is grounds for removal. Failure to complete this requirement and obtain your badges will not constitute an excusable delay in the performance of this contract.

(g) Listed below is the location and hours of operation for the Provost Marshal's Office and the Adjutant General Office. You must adhere to the hours and days of operation.



**PROVOST MARSHAL OFFICE (PMO)**  
**Bldg. 616, USMA (for FD 285, fingerprint card)**  
**Monday AND Thursday**  
**1:00 pm to 2:00 pm**

**ADJUTANT GENERAL OFFICE (AG)**  
**Bldg 622, USMA (for identification badge; short and long term)**  
**Monday, Tuesday, Thursday and Friday**  
**8:00-11:30 am and 12:30-4:00 pm**

**(h) Upon completion of your contract, each employee must turn-in their identification badge to the Contracting Officer's Representative (COR). Should an employee leave prior to the contract expiration, they must turn-in their identification badge at that time. Any contract employee added after the initial start up, must follow the same process to obtain a badge that is described herein.**

**(i) Failure to turn-in contractor identification badges (upon completion of contract or exit of employee) may result in a deduction of \$500.00, per employee badge, from the final contract payment. If final contract payment is less than \$500.00, the lesser amount may be deducted.**

(end of clause)

**2.216-5 PRICE REDETERMINATION--PROSPECTIVE (OCT 1997)**

(a) General. The unit prices and the total price stated in this contract shall be periodically redetermined in accordance with this clause, except that (1) the prices for supplies delivered and services performed before the first effective date of price redetermination (see paragraph (c) of this clause) shall remain fixed and (2) in no event shall the total amount paid under this contract exceed any ceiling price included in the contract.

(b) Definition. "Costs," as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) Price redetermination periods. For the purpose of price redetermination, performance of this contract is divided into successive periods. The first period shall extend from the date of the contract to three (3) years after the task order award for distribution services, and the second and each succeeding period shall extend for twenty-four (24) months from the end of the last preceding period, except that the parties may agree to vary the length of the final period. The first day of the second and each succeeding period shall be the effective date of price redetermination for that period.

(d) Data submission. (1) Not more than 180 days nor less than 90 days before the end of each redetermination period, except the last, the Contractor shall submit--

(i) Proposed prices for supplies that may be delivered or services that may be performed in the next succeeding period, and--

(A) An estimate and breakdown of the costs of these supplies or services in the format of Table 15-2, FAR 15.408, or in any other form on which the parties may agree;

(B) Sufficient data to support the accuracy and reliability of this estimate; and

(C) An explanation of the differences between this estimate and the original (or last preceding) estimate for the same supplies or services; and

(ii) A statement of all costs incurred in performing this contract through the end of the **first** month before the submission of proposed prices, on Standard Form 1411, Contract Pricing Proposal Cover Sheet (or in any other form on which the parties may agree), with sufficient supporting data to disclose unit costs and cost trends for-

(A) Supplies delivered and services performed; and

(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary).

(2) The Contractor shall also submit, to the extent that it becomes available before negotiations on redetermined prices are concluded--

(i) Supplemental statements of costs incurred after the date stated in subdivision (d)(1)(ii) of this section for--

(A) Supplies delivered and services performed; and

(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary); and

(ii) Any other relevant data that the Contracting Officer may reasonably require.

(3) If the Contractor fails to submit the data required by subparagraphs (1) and (2) of this section, within the time specified, the Contracting Officer may suspend payments under this contract until the data are furnished. If it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(e) Price redetermination. Upon the Contracting Officer's receipt of the data required by paragraph (d) of this section, the Contracting Officer and the Contractor shall promptly negotiate to redetermine fair and reasonable prices for supplies that may be delivered or services that may be performed in the period following the effective date of price redetermination.

(f) Contract modifications. Each negotiated redetermination of prices shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer, stating the redetermined prices that apply during the redetermination period.

(g) Adjusting billing prices. Pending execution of the contract modification (see paragraph (f) of this section), the Contractor shall submit invoices or vouchers in accordance with the billing prices stated in this contract. If at any time it appears that the then-current billing prices will be substantially greater than the estimated final prices, or if the Contractor submits data showing that the redetermined price will be substantially greater than the current billing prices, the parties shall negotiate an appropriate decrease or increase in billing prices. Any billing price adjustment shall be reflected in a contract modification and shall not affect the redetermination of prices under this clause. After the contract modification for price redetermination is executed, the total amount paid or to be paid on all invoices or vouchers shall be

adjusted to reflect the agreed-upon prices, and any requested additional payments, refunds, or credits shall be made promptly.

(h) Quarterly limitation on payments statement. This paragraph (h) applies only during periods for which firm prices have not been established.

(1) Within 45 days after the end of the quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing--

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total interim profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (h)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) The statement required by subparagraph (1) of this section need not be submitted for any quarter for which either no costs are to be reported under subdivision (1)(ii) of this section, or revised billing prices have been established in accordance with paragraph (g) of this section, and do not exceed the existing contract price, the Contractor's price-redetermination proposal, or a price based on the most recent quarterly statement, whichever is least.

(3) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (1)(iv) of this section exceeds the sum due the Contractor, as computed in accordance with subdivisions (1)(i), (ii), and (iii) of this section, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits affected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account, consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

(4) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(i) Subcontracts. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis. The Contractor shall--

(1) Insert in each price redetermination or incentive price revision subcontract the substance of paragraph (h) of this section, and of this paragraph (i), modified to omit mention of the Government and to reflect the position of the Contractor as purchaser and of the subcontractor as vendor, and to omit that part of subparagraph (h)(3) of this section relating to tax credits; and

(2) Include in each cost-reimbursement subcontract a requirement that each lower-tier price redetermination or incentive price revision subcontract contain the substance of paragraph (h) of this section, and this paragraph (i), modified as required by subparagraph (1) of this section.

(j) Disagreements. If the Contractor and the Contracting Officer fail to agree upon redetermined prices for any price redetermination period within 60 days (or within such other period as the parties agree) after the date on which the data required by paragraph (d) of this section are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause. For the purpose of paragraphs (f), (g), and (h) of this section, and pending final settlement of the disagreement on appeal, by failure to appeal, or by agreement, this decision shall be treated as an executed contract modification. Pending final settlement, price redetermination for subsequent periods, if any, shall continue to be negotiated as provided in this clause.

(k) Termination. If this contract is terminated, prices shall continue to be established in accordance with this clause for (1) completed supplies and services accepted by the Government and (2) those supplies and services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

NOTES:

(1) Express in terms of units delivered, or as a date; but in either case the period should end on the last day of a month.

(2) Insert the numbers of days chosen so that the Contractor's submission will be late enough to reflect recent cost experience (taking into account the Contractor's accounting system), but early enough to permit review, audit (if necessary), and negotiation before the start of the prospective period.

(3) Insert "first," except that "second" may be inserted if necessary to achieve compatibility with the Contractor's accounting system.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from issued **from the date of task order award for distribution services through fifty (50) years.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$2,500**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$25,000,000**;

(2) Any order for a combination of items in excess of **\$25,000,000**; or

(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **5** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **fifty (50) years from the date of task order award for distribution services.**

(End of clause)

**52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

**In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.**

**THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION**

<b>Employee Class</b>	<b>Monetary Wage-Fringe Benefits</b>
<b>Maintenance Worker</b>	<b>\$16.22</b>
<b>Electrician</b>	<b>\$14.66</b>
<b>Electrician Tech</b>	<b>\$15.44</b>

(End of clause)

**52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

**Funds are not presently available for performance under this contract beyond the current fiscal year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.**

**52.241-7 CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR REGULATED SERVICES (FEB 1995)**

(a) This clause applies to the extent services furnished under this contract are subject to regulation by a regulatory body. The Contractor agrees to give 60 days written notice of (1) the filing of an application for change in rates or terms and conditions of service concurrently with the filing of the application and

(2) any changes pending with the regulatory body as of the date of contract award. Such notice shall fully describe the proposed change. If, during the term of this contract, the regulatory body having jurisdiction approves any changes, the Contractor shall forward to the Contracting Officer a copy of such changes within 15 days after the effective date thereof. The Contractor agrees to continue furnishing service under

this contract in accordance with the amended tariff, and the Government agrees to pay for such service at the higher or lower rates as of the date when such rates are made effective.

(b) The Contractor agrees that throughout the life of this contract the applicable published and unpublished rate schedule(s) shall not be in excess of the lowest cost published and unpublished rate schedule(s) available to any other customers of the same class under similar conditions of use and service.

(c) In the event that the regulatory body promulgates any regulation concerning matters other than rates which affects this contract, the Contractor shall immediately provide a copy to the Contracting Officer. The Government shall not be bound to accept any new regulation inconsistent with Federal laws or regulations.

(d) Any changes to rates or terms and conditions of service shall be made a part of this contract by the issuance of a contract modification unless otherwise specified in the contract. The effective date of the change shall be the effective date by the regulatory body. Any factors not governed by the regulatory body will have an effective date as agreed to by the parties.

#### **52.241-8 CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR UNREGULATED SERVICES (FEB 1995)**

(a) This clause applies to the extent that services furnished hereunder are not subject to regulation by a regulatory body.

(b) After \_\_\_\_\_ [*insert date*], either party may request a change in rates or terms and conditions of service, unless otherwise provided in this contract. Both parties agree to enter in negotiations concerning such changes upon receipt of a written request detailing the proposed changes and specifying the reasons for the proposed changes.

(c) The effective date of any change shall be as agreed to by the parties. The Contractor agrees that throughout the life of this contract the rates so negotiated will not be in excess of published and unpublished rates charged to any other customer of the same class under similar terms and conditions of use and service.

(d) The failure of the parties to agree upon any change after a reasonable period of time shall be a dispute under the Disputes clause of this contract.

(e) Any changes to rates, terms, or conditions as a result of such negotiations shall be made a part of this contract by the issuance of a contract modification.

(End of clause)

#### **52.241-9 CONNECTION CHARGE (FEB 1995)**

(a) **Charge.** In consideration of the Contractor furnishing and installing at its expense the new connection facilities described herein, the Government shall pay the Contractor a connection charge. The payment shall be in the form of progress payments, advance payments or as a lump sum, as agreed to by the parties and as permitted by applicable law. The total amount payable shall be either the estimated cost of \$**TBD** less the agreed to salvage value of \$**TBD**, or the actual cost less the salvage value, whichever is less. As a condition precedent to final payment, the Contractor shall execute a release of any claims against the Government arising under or by the virtue of such installation.

(b) Ownership, operation, maintenance and repair of new facilities to be provided. The facilities to be supplied by the Contractor under this clause, notwithstanding the payment by the Government of a connection charge, shall be and remain the property of the Contractor and shall, at all times during the life of this contract or any renewals thereof, be operated, maintained, and repaired by the Contractor at its expense. All taxes and other charges in connection therewith, together with all liability arising out of the construction, operations, maintenance, or repair of such facilities, shall be the obligation of the Contractor.

(c) Credits. (1) The Contractor agrees to allow the Government, on each monthly bill for service furnished under this contract to the service location, a credit of **TBD** percent of the amount of each such bill as rendered until the accumulation of credits shall equal the amount of such connection charge, provided that the Contractor may at any time allow a credit up to 100 percent of the amount of each such bill.

(2) In the event the Contractor, before any termination of this contract but after completion of the facilities provided for in this clause, serves any customer other than the Government (regardless of whether the Government is being served simultaneously, intermittently, or not at all) by means of these facilities, the Contractor shall promptly notify the Government in writing. Unless otherwise agreed by the parties in writing at that time, the Contractor shall promptly accelerate the credits provided for under subparagraph (c)(1) of this clause, up to 100 percent of each monthly bill until there is refunded the amount that reflects the Government's connection costs for that portion of the facilities used in serving others.

(3) In the event the Contractor terminates this contract, or defaults in performance, prior to full credit of any connection charge paid by the Government, the Contractor shall pay to the Government an amount equal to the uncredited balance of the connection charge as of the date of the termination or default.

(d) Termination before completion of facilities. The Government reserves the right to terminate this contract at any time before completion of the facilities with respect to which the Government is to pay a connection charge. In the event the Government exercises this right, the Contractor shall be paid the cost of any work accomplished, including direct and indirect costs reasonably allocable to the completed work prior to the time of termination by the Government, plus the cost of removal, less the salvage value.

(e) Termination after completion of facilities. In the event the Government terminates this contract after completion of the facilities with respect to which the Government has paid a connection charge, but before the crediting in full by the Contractor of any connection charge in accordance with the terms of this contract, the Contractor shall have the following options:

(1) To retain in place for **TBD** months after the notice of termination by the Government such facilities on condition that--

(i) If, during such **TBD** month period, the Contractor serves any other customer by means of such facilities, the Contractor, shall, in lieu of allowing credits, pay the Government during such period installments in like amount, manner, and extent as the credit provided for under paragraph (c) of this clause before such termination; and

(ii) Immediately after such **TBD** month period the Contractor shall promptly pay in full to the Government the uncredited balance of the connection charge.



(2) To remove such facilities at the Contractor's own expense within **TBD** months after the effective date of the termination by the Government. If the Contractor elects to remove such facilities, the Government shall then have the option of purchasing such facilities at the agreed salvage value set forth herein; and provided further, that the Contractor shall, at the direction of the Government, leave in place such facilities located on Government property which the Government elects to purchase at the agreed salvage value.

#### **52.241-12 NONREFUNDABLE, NONRECURRING SERVICE CHARGE (FEB 1995)**

As provided herein, the Government will pay a nonrefundable, nonrecurring charge when the rules and regulations of a Contractor require that a customer pay (1) a charge for the initiation of service, (2) a contribution in aid of construction, or (3) a nonrefundable membership fee. This charge may be in addition to or in lieu of a connection charge. Therefore, there is hereby added to the Contractor's schedule a nonrefundable, nonrecurring charge for **TBD** in the amount of \$ **TBD** dollars payable.

#### **52.241-13 CAPITAL CREDITS (FEB 1995)**

(a) The Government is a member of the **TBD**, and as any other member, is entitled to capital credits consistent with the bylaws of the cooperative, which states the obligation of the Contractor to pay capital credits and which specifies the method and time of payment.

(b) The Contractor shall furnish to the Contracting Officer, or the designated representative of the Contracting Officer, in writing, on an **TBD** basis a list of accrued credits by contract number, year, and delivery point.

(c) Payment of capital credits will be made by check, payable to the **TBD**, and forwarded to the Contracting Officer at **TBD**, unless otherwise directed in writing by the Contracting Officer. Checks shall cite the current or last contract number and indicate whether the check is partial or final payment for all capital credits accrued.

#### **52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2001)**

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small

business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

# INDEX OF SECTION J ATTACHMENTS, EXHIBITS AND OTHER DOCUMENTS

A technical library has been set up at USMA. The following documents noted as being available from the USMA site POC are available by making contact with the POC. Each of the documents listed are available either on hardcopy or in electronic form. The technical library also contains other documents not listed here.

## EXHIBITS

1. Data Item Descriptions (DIDs)
2. Contract Data Requirements List (CDRL)
3. Eng Form 4025

Attachment Number	Document Title	Location
Attachment 1	J.1 SYSTEM CHARACTERIZATION AND WORKPLAN	Web
Attachment 2	J.2 "Utility Services" For The Natural Gas Distribution System	Web
Attachment 3	J.3 Sample Task Order for "Capital Improvements" NATURAL GAS DISTRIBUTION SYSTEM	Web
Attachment 4	J.4 Cost Schedules	Excellfile/Web
Exhibit 1	J.5 Data Item Descriptions	Web
	J.6 Reserved	
Exhibit 2	J.7 Eng Form 4025	
Attachment 8	J.8 Gas Utility Maps (CD will be provided by Huntsville	CD
Attachment 9	J.9 Hardcopy Maps (available at on site library)	On site library
Attachment 10	J.10 Inventory of Systems	Web
Attachment 11	J.11 Cost Reimbursable Meters	Web
Attachment 12	J.12 Sample Easement	Web
Attachment 13	J.13 Bill of Sale Example	Web
Attachment 14	J.14 Client Authorization Letter	Web
Attachment 15	J.15 Reserved	
Attachment 16	J.16 Installation Action Plan and Assessment information	Web
Attachment 17	J.17 Past Gas Replacement Contracts (available from the site POC on request)	CD
Attachment 18	J.18 O&M Manual for Natural Gas System (available for review from the site POC on request)	On site library
Attachment 19	J.19 Draft Environmental Baseline Study and Draft Environmental Assessment	Web
Attachment 20	J.20 Central Hudson owned regulators and meter list Paper copy Available	Web
Attachment 21	J.21 Valve Report	Web
Attachment 22	J.22 CAD drawings supporting J.3	Web
Attachment 23	J.23 Natural Gas System Computer Model (available from the site POC)	On site library

Attachment 24	J.24 Dig Safe Policy Revised May 02	Web
Attachment 25	J.25 Service Contract Wage Rates	SCArates.pdf
Attachment 26	Reserved	
Attachment 27	J.27 NY State Public Service Commission courtesy visit July 2001 report.	CD
Attachment 28	J.28 Cathodic Protection survey results information.	CD

**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF**  
**OFFERORS OR RESPONDENTS**

**AUTHORIZED NEGOTIATORS**

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations:

Name	Title	email address	Telephone & FAX
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

[list names, titles, email address, voice and fax numbers of the authorized negotiators].

**52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above  
\_\_\_\_\_ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

**52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of Provision)

**52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

**(a) DEFINITIONS.**

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

**(d) Taxpayer Identification Number (TIN).**

\* TIN:\_\_\_\_\_.

\* TIN has been applied for.

\* TIN is not required because:

\* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\* Offeror is an agency or instrumentality of a foreign government;

\* Offeror is an agency or instrumentality of a Federal Government;

\* Other. State basis. \_\_\_\_\_

**(e) Type of organization.**

\* Sole proprietorship;

\* Partnership;

\* Corporate entity (not tax-exempt):

\* Corporate entity (tax-exempt):

\* Government entity (Federal, State, or local);

\* Foreign government;

\* International organization per 26 CFR 1.6049-4;

\* Other \_\_\_\_\_.

**(f) Common Parent.**

\* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\* Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of Provision)

**52.204-5 WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS (May 1999)**

**(a) Definition.** "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

**(b) Representation.** *[Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.]*

The offeror represents that it [ ] is a women-owned business concern.

(End of Provision)

**52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,  
AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are ☐ or are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ or have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

**THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.**

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.



(End of Provision)

**52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALTERNATE I (APR 2002)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 221210-Gas; 221310-Water; and 221320-Wastewater.

(2) The small business size standard is: Gas-500 employees; Water-\$6 million; and Wastewater-\$6 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

( ) Black American.

( ) Hispanic American.

( ) Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

( ) Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

( ) Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

( ) Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any

other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

**52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that --

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

**52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**  
THE FAR REPRESENTATION IN THE FOLLOWING PARAGRAPH SHALL BE COMPLETED BY EACH OFFEROR WHOSE OFFER IS \$50,000 OR MORE AND WHO HAS 50 OR MORE EMPLOYEES.

This representation--

☐ DOES APPLY.

☐ DOES NOT APPLY.

The offeror represents that--

(a) It--

☐ has developed and has on file

☐ has not developed and does not have on file--

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

**52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

*[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of Provision)

#### 52.230-1 Cost Accounting Standards Notices and Certification (June 2000)

##### Cost Accounting Standards Notices and Certification (June 2000)

**Note:** This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### I. Disclosure Statement-Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has

already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

**Caution:** In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

**Caution:** Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of

**Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.**

**Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.**

**III. Additional Cost Accounting Standards Applicable to Existing Contracts**

**The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.**

<input type="radio"/> yes	<input type="radio"/> no
---------------------------	--------------------------

**(End of provision)**

**252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)**

(a) The offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the TRANSPORTATION OF SUPPLIES BY SEA clause of this solicitation.

**(b) REPRESENTATIONS.**

The offeror represents that it--

[ ] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

[ ] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the TRANSPORTATION OF SUPPLIES BY SEA clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA.

(End of provision)

## **SECTION L**

### **INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

#### **L.1 52.204-6 -- Data Universal Numbering System (DUNS) Number (Jun 1999)**

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
- (1) Company name.
  - (2) Company address.
  - (3) Company telephone number.
  - (4) Line of business.
  - (5) Chief executive officer/key manager.
  - (6) Date the company was started.
  - (7) Number of people employed by the company.
  - (8) Company affiliation.
- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservices@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of Provision)

#### **L.2 52.215-1 (May 2001) Alternate I and II (Oct 1997) -- Instructions to Offerors -- Competitive Acquisition.**

- (a) Definitions. As used in this provision --
- "Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal."
- "In writing," "writing," or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
- "Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.
- "Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.
- "Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.
- (b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) Submission, modification, revision, and withdrawal of proposals.
- (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages
  - (i) addressed to the office specified in the solicitation, and
  - (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
- (2) The first page of the proposal must show --

- (i) The solicitation number;
  - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
  - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
  - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
  - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, revision, and withdrawal of proposals.
- (i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
  - (ii)
    - (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --
      - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
      - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
      - (3) It is the only proposal received.
    - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
  - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
  - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
  - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (9) Offerors may submit proposals that depart from stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.



(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of Provision)

### **L.3 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997)**

**(a) *Exceptions from cost or pricing data.***

**(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require**

additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of Provision)

#### **L.4 52.216-1 -- Type of Contract (Apr 1984)**

The Government contemplates award of a Fixed Price, Redetermination type contract resulting from this solicitation.

(End of Provision)

#### **L.5 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)**

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of Provision)

#### **L.6 52.233-2 SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

US Army Engineering & Support Center, Huntsville  
CEHNC-CT-S/Ms. Sharon Butler, Contracting Officer  
4820 University Square  
Huntsville, AL 35816-1822

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### **L.7 52.237-1 SITE VISIT (APR 1984)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of Provision)

#### **L.8 PROPOSAL PREPARATION INSTRUCTIONS**

##### **L.8.1 Mailing Instructions**

L.8.1.1 Packages and/or envelopes containing the Technical Proposal and Cost Proposal shall be marked with the solicitation number and mailed to U.S. Army Engineering and Support Center, ATTN: CEHNC-CT-S (Ms. Laura Harbin), 4820 University Square, Huntsville, AL 35816. Neither facsimile nor electronic offers are authorized.

##### **L.8.1.2. Packaging Instructions.**

The Technical Proposals and Cost Proposals shall be completely separate from each other, in separate binders, with no intermixing of materials. Multiple cost proposals may be enclosed in a single binder, but should be clearly marked to indicate the system, or systems, included in each particular proposal. No contractual price information should be included in the Technical Proposals. As the Technical Proposal should describe the capability of the Offeror to participate in this effort, it should be specific and complete in every detail. Proposals that merely offer to provide service in accordance with the Government's Statement of Work shall be considered technically unacceptable and shall not be considered further. The Offeror must submit a definitive proposal to achieve the end results that are set forth in the Government's requirements. The Offeror should furnish the following information, which will be used to evaluate the proposal. The information should be submitted as listed below.

##### **L.8.1.3 Formatting Instructions.**

**Technical Proposals are to be submitted in original and 8 machine reproduced copies. The technical Proposal text should be typed, single space, Courier font, 12 pitch and submitted on standard (8 ½" x 11") paper, with foldouts no more than 17" long. Technical proposals should be no more than 150 pages in length (doubled-sided) exclusive of attachments, cover page, and table of contents.**

##### **L.8.1.4 Proposal Content.**

The Price/Cost Proposals shall be submitted separately from the Technical Proposals, and shall consist of Sections B, K and Standard Form (SF) 33 (Section A) and **SF 30 (Amendment)** of this solicitation and cost information required by Section L. An original and 3 machine reproduced copies and one electronic copy in Microsoft Word or Excel are required.

**L.8.1.5 Return of Proposals.**

Proposals submitted in response to this solicitation will not be returned.

**L.8.1.6 Duration of Proposals.**

Proposals shall remain effective for 180 days from the date of receipt.

**L.8.1.7 Documents Incorporated by Reference.**

Documents such as statutes, tariffs, operating manuals, and specifications may be incorporated by reference however the full text document should be provided as an attachment to the appropriate volume.

**L.8.1.8 Insurance.**

The offeror shall indicate in its proposal whether it will be obtaining insurance or be self insured. The proposal should include terms of the insurance, limits of coverage, and deductible amounts. In accordance with Section H, paragraph H.1.5, the offeror is required to have catastrophic insurance. If self insured, the offeror shall demonstrate sufficient financial resources to replace the system in the event of a catastrophic event. (This will not be an evaluated factor; however, it will be considered in determining responsibility.)

**L.8.1.9 Reserved.**

**L.8.1.10 Alternate Proposals and Exceptions to Terms and Conditions.**

The Government encourages the submission of alternate proposals which add value when compared with the requirements in the RFP. Provide a rationale explaining the advantages of the alternate proposal to the Government and its affect in comparison to the original requirements of the RFP. Exceptions taken to individual terms and conditions of the RFP shall be clearly identified. Each exception shall be specifically related to each paragraph and/or specific part of the RFP to which the exception is taken. Provide a rationale in support of the exception, explaining its effect in comparison with the original requirements of the RFP. This information shall be provided in the format and content of the table below. Unless included in this volume, no exceptions to terms and conditions will be assumed and any resultant contract will incorporate the terms and conditions of the RFP.

**RFP EXCEPTIONS**

<b>RFP Document</b>	<b>Paragraph/ Page</b>	<b>Requirement/ Portion</b>	<b>Rationale</b>
<b>SOW, RFP Model Contract, etc.</b>	<b>Applicable page and paragraph numbers</b>	<b>Identify the requirement or portion to which exception is taken</b>	<b>Justify why the requirement will not be met or discuss reasons why not meeting the Government's terms and conditions might be advantageous to the Government</b>

**L.8.1.11 Use of Non-Government Advisors.**

The data submitted to the Government in response to this solicitation may be released to non-Government advisors for review and analysis. These advisors may be required to provide advice within their area of expertise regarding proposal strengths, weaknesses, inadequacies, risks, and deficiencies. These advisors may assist in analyzing the cost proposals and providing recommendations to the Government cost evaluation

**team. Non-government advisors will be subject to civil and criminal penalties associated with any release of information pursuant to FAR Part 3.104 procurement integrity violations. They will not determine ratings or rankings of Offeror's proposals. The non-government advisors will be C.H Guernsey. If you have any objections with the non-Government advisors, provide reasons and justification for your objections to the Contracting officer.**

## **L.8.2 EXPERIENCE, ORGANIZATION STRUCTURE AND TECHNICAL APPROACH. (Factor 1)**

**The offeror's technical proposal will present the offeror's experience and the offeror's proposed organization. It shall document the offeror's approach to providing utility services to the installation.**

**L.8.2.1 Experience.** Describe the offeror's comparable experience within the last five (5) years in providing the type(s) of utility service for which the offeror is proposing. Comparable service should be for individual or classes of customers whose service requirements are similar to those specified in this solicitation. Measures for comparable service may include, but not be limited to, such factors as utility system line miles, capacity, number of customers and/or service locations, valuation of utility facilities, geographic area served and type and magnitude of individual or collective capital projects.

**L.8.2.2 Organization Structure.** The offeror shall submit a Management Plan and organization chart showing the offeror's corporate structure and lines of authority. Resumes of offeror's designated key personnel (to include on-site key personnel) **should** be included in the proposal. Provide letters of commitment for all subcontractors that are to provide significant portions of the work. Roles and responsibilities should be discussed. The Government is particularly interested in the qualifications of on-site supervisors, to include those personnel who will interact with the Government for the purposes of planning and daily coordination. The offeror **should** address which team members will perform various tasks (prime or subcontractor) and where the personnel and material (inventory) will be located (on-site, off-site, home office, etc.). The offeror should address how efficiency will be attained all areas while providing a high level of quality service. The offeror **should** address resources available for the support of the project, including facilities, equipment, inventory, and staffing. Include information on union agreements that may affect this contract. If the offeror is a municipal utility or other not for profit organization, please discuss how you are organized and the essential aspects of your corporate charter. Discuss what role and authority any state or local governing board or agency and/or city council will have in contract approval, operations and rate making. **Provide a description of regulatory constraints and performance, to include a description of all regulatory influences and how they interface with the offeror's performance under the contract. As applicable, an Offeror should reference tariffs, rules and other documented procedures that would guide or control the performance of the technical effort.**

### **L.8.2.3 Technical Approach.**

**L.8.2.3.1 Technical Approach, "System Characterization and Workplan"** (See Section J.1). The offeror shall propose how the scope of work for this task will be accomplished. This task requires the contractor to fully characterize the system and create a plan for execution of Utility Services. For this task and each supporting DID, the offeror shall propose a detailed work plan and schedule for execution. Detailed means a complete specific description of the work the contractor will perform to meet the scope of work. Each element of the scope of work should be addressed in the proposed work plan. The offeror should sequentially follow the task and DID performance requirement, specifically addressing and expanding upon the performance requirements and documenting the proposed work plan for each. In preparation of the proposal for this task, the offeror will provide contractually binding work plans documenting the work to be performed. For each portion of the work the offeror shall clearly state: what the offeror proposes to do; how he proposes to perform the work; the personnel he proposes to utilize (skill level, qualifications, etc); where each part of the work is to be performed (onsite, at offeror's offices, etc.); what equipment he proposes to use; the type, level, and amount of assistance he expects to receive from the Government; and a proposed performance schedule. **The contractor shall submit as part of its proposal, a schedule for execution of this Task Order.**

**EXAMPLE:** As an example of the level of scope detail required, the on-post portion of this Task Order is anticipated to be a combination of physical examination of the system elements, records research, and interviews with O&M personnel to obtain the necessary information to perform the System

**Characterization.** In the technical proposal the offeror would describe the field investigation to be performed (both qualitatively and quantitatively).

The work plan for the mapping update would include:

- details of how an offeror will determine and document the location of the system equipment (both above and below grade),
- how many elements he proposes to utilize to verify the system element location relative to the mapping coordinate system,
- what records would be utilized for mapping updates,
- if interviews with installation personnel are considered necessary and how they would be performed and utilized in updating the mapping system.

The work plan for the inventory, valuation, and condition assessment should include the details of:

**Inventory** –

- what equipment (nameplate/birthmark/size) information will be recorded,
- how it will be procured, together with statements as to whether each piece of equipment will be examined or whether it will be done on a sampling basis (how many & what sample frequency),
- what records would be utilized for development of the inventory,
- if interviews with installation personnel are considered necessary and how they would be performed and utilized in development of the inventory.

**System condition** -

- how the condition will be determined,
- the number and identity of devices that will be tested for operability or other condition parameters,
- what records would be utilized for development of the system condition and how the offeror would obtain them.

The above described concept of a complete work plan should be used for all tasks.

The offeror is encouraged to amend (expand or contract) the work requirement description as necessary to meet the purpose of this Task Order and to prepare for execution of Task Order “Utility Services”.

Additions or deletions should be fully documented in its proposal.

**L.8.2.3.2 Technical Approach, Utility Services (See Sections J.2 and J.3, Utility Services).** The offeror shall demonstrate its understanding of the scope of work of Utility Services by detailing how each of the following tasks will be accomplished. These elements will form the basis of the contractor’s proposal and can only be changed or modified by information obtained during the System Characterization task.

**L.8.3 Technical Approach, Utility Services (Section C).** The offeror shall demonstrate its understanding of the scope of work and provide a detailed, contractually binding work plan of how each of the following tasks will be accomplished. These elements will form the basis of the contractor’s proposal and can only be changed or modified by information obtained during the System Characterization task.

- a) Sample Task Order "Capital Improvements". The offeror is required to propose on the Sample Task Order, "Capital Improvements" (See Section J.3) which is based upon the Government's perception of the systems improvement needs. The proposal should include a master Gantt chart schedule that shows each project start and finish date. Submit a copy of your firm's gas construction standards manual documenting the specification to which you will perform each project. Submit single line sketches (does not have to be to scale and may be on 8 1/2" by 11" paper) depicting the extent, location, material, and size of the piping. Provide a detailed cost estimate per DID P004 for accomplishing the baseline capital upgrades, and submit with the Cost Proposal.
- b) Offeror's Perception of Necessary Capital Improvements. Provide an assessment of the system's improvement needs. Describe the document review and fieldwork you performed to determine the system's condition and estimate the system upgrades necessary (e.g. walk down of the system, inspection of above ground components,

etc). Describe the system, each major component of the system, your assessment of the condition of the component, whether the component is deficient in any way, and what options exist for correction of the deficiency. Describe your criteria for upgrades and/or replacements and specifically address the requirements of the applicable codes as they relate to the system construction and documentation and the affect these codes have on your proposed plan. Provide a work plan, (in accordance with DID P008), listing and detailing projects the offeror believes to be necessary during the first five years to upgrade the system to industry standards and State and Federal codes. Provide a detailed cost estimate per DID P004 for accomplishing the baseline capital upgrades, and submit with the Cost Proposal. Provide a master Gantt chart schedule showing each project start and finish date, differentiating between the tasks that must be accomplished prior to and after transfer of ownership. The offeror shall provide a concept 5-year capital improvement plan that provides a detailed project-by-project proposal for years one through five. In addition, the offeror shall document his projection of expansion, upgrade, and renewal requirements to the best of his ability for years six through fifty (providing his rationale and methodology to support his proposal)

- c) System Valuation. The offeror shall describe the method used in determining the value of the system and if the price is dependent on the system value. The offeror's proposal should include:
  - if the valuation includes field work,
  - the methodology for determination of fair market value (appraisal, book value, business value, etc),
  - who will perform the valuation and a description of their qualifications,
  - how the valuation will be accomplished.
- d) System Transition Plans. The offeror shall provide a transition plan in accordance with DID P016 and proposed schedule for the assumption and transfer of ownership of the distribution system, with major tasks and durations identified on a Gantt chart. Address all key tasks particularly mobilization, system survey and inventory, ownership transfer, and system upgrade work.
- e) Operation & Maintenance Plan. The offeror shall describe how system operation and maintenance will be accomplished as it relates to who will be responsible for daily O&M, whether it will be performed with in-house staff or subcontracted, and what standards will be followed. Provide a narrative discussion of each major task that will be performed. Provide a table of each task discussed and note which staff member will be responsible for each. The discussion should include all activities required by the applicable codes (you are responsible for reviewing the code and discussing each major task). The offeror should provide published O&M standards if company standards are to be followed or reference standards if nationally recognized standards are proposed. As an integral part of the O&M plan the following sub-plans shall be provided.
  - (1) Staffing Plan. The offeror shall address which team members will perform various tasks (prime or subcontractor) and where the personnel and material (inventory) will be located (on-site, off-site, home office, etc.). The plan should describe specific individuals or labor categories. Provide an estimate of the amount of time (either by hours per year or % of the employees time) each individual will allocate to the project. Address where the personnel will be located (on-site, off-site, home office, etc). Provide resumes of key personnel (to include on-site personnel) or a job description with minimum qualifications. Provide the qualifications of the project manager and on-site supervisors and include any other personnel who will interact with the Government for the purposes of planning and daily coordination. Discuss the roles and responsibilities of subcontractors. The offeror should address how efficiency will be attained in all areas while providing a high level of quality service.
  - (2) Compliance Plans. The offeror shall address technical plans for insuring safe and reliable service, including compliance with applicable environmental, health, and safety requirements. A safety plan clearly indicating adherence to applicable safety regulations and OSHA laws should be included.
  - (3) Service and Trouble Calls and Response. Discuss your approach to receipt of service calls during regular duty hours. Who will receive the call and what qualifications and resources will they have that may improve their ability to serve. Describe the process and expected response time up through response by a service technician. Discuss what resources (materials, tools and equipment) the service technician will have available. Provide a detailed list of the type of repairs the responding service technician will be capable and equipped to perform. If additional resources (men, equipment, and material) are required to facilitate the repair, describe how will the technician get these resources and how long will it take. If the resources are by subcontract, indicate who is authorized to bring them

- onto the job. If the additional resources are of a technical nature (engineering, operations, technical specialist) describe how these resources will be obtained and how long will it take to obtain them.
- (4) Line Locating. Discuss how you will meet the requirement for locating and marking underground gas utilities when excavation is required near gas lines.
- (5) Annual Work Planning. Discuss how you will develop the Annual Work Plan (See Section H.11. Discuss each element of the plan (such as expenditure and budget report, the system expansion and upgrade plan, the performance measurement, and verification plan). Discuss who will be responsible for the plan and what resources (engineering, inspectors, accounting) will be involved in plan development. Discuss what input (such as system O&M and inspection reports, leak surveys, new construction and demolition plans, customer satisfaction surveys, expense reports, cost projections, etc) will feed into the plan. Discuss the process of soliciting Army input on the plan and how that input will be incorporated into the plan. Discuss the information to be included in each section of the plan.
- f) Emergency Operations Plan. The offeror shall describe how minor emergency repairs (leaks or other such minor emergencies) will be accomplished as it relates to who will be responsible and whether it will be performed with in-house staff or subcontracted personnel. Describe where the staff will be located and the positions to be located there. Indicate the expected responses to routine and emergency service requests and how quickly you can respond. Address the requirements of 49 CFR Part 192 and 16NYCRR Part 255 and what preparations you will make to execute the plan.
- g) Disaster Recovery/Service Restoration Plan. The offeror shall describe how major disaster recovery (major line breaks, widespread gas line damage, other such emergencies) will be accomplished as it relates to who will be responsible and whether it will be performed with in-house staff or subcontracted personnel. Describe where the staff will be located and the positions to be located there. Indicate the expected responses to extensive system damage and how quickly you can respond. Refer to Section J for Installation restoration priorities.
- h) Service Continuity Assurance Plan. The offeror shall describe any plans to ensure continuous service and minimize any service disruptions as it relates to system configuration modifications proposed, line maintenance practice, and line repair practice.
- i) Records Management Plans. The offeror shall describe any system planning and records management that will be instituted. Discuss how you will maintain mapping and inventory records. Discuss how you will meet the requirements of DID P001 and P013. If appropriate to the pricing structure, describe your method of determining the value of the system and monitoring the value.
- j) Facilities Requirements. Offeror(s) shall describe any proposed requirements for type and quantity of space, if the offeror proposes to locate operations facilities on-post.
- k) Performance Measurement and Verification. Describe the performance goals will you set and how you will measure your success in meeting these goals. General goal categories have been specified in DID P009. Expand upon these goals to provide specific goals and measurements.
- l) Safety and Health. Discuss your plan for ensuring the safety and health of your staff and the public.
- m) Quality Control. Discuss your plan for meeting the contract requirements for insuring all work (both services and construction) is performed in a quality manner.
- n) Special Conditions. Discuss the impact the special conditions at USMA will have on your operations and how you will comply with the requirements of Section C, paragraph Special Conditions

## **L.9 PAST PERFORMANCE (Factor 2)**

**The offeror shall submit to the Contracting Officer its past performance information described below as part of its proposal. Past performance references and contracts submitted may include those with Federal, State,**



or local governments, and those with commercial or private customers of similar scope, size and complexity for efforts similar to the Government requirement.

**L.9.1 References.** The offeror should provide references for at least six of the offeror's customers for projects of similar scope, magnitude, and complexity. Projects cited and references should be recent (within the last 5 years of the date of the proposal). *Reference information should include the name and address of the customer, as well as a primary point of contact and telephone number.* Please submit the information listed below for each reference provided for this factor:

- Demand/ Demand Capacity/ Flow – Therms (natural gas),
- Distribution Plant Value
- Number of Individual Service Points
- Size of Area Served (if known – square footage of customer's serviced premises)
- Number of Customers (if multiple occupancy)
- Type of Service provided (e.g. O&M Services/Commodity)
- List the types of Customers within the Service/ Project Area (e.g. Medical Facilities, Housing Area, Apartments, Industrial Customer, Office Building, Shopping Malls, Communications, etc.)

References will be contacted to obtain Past Performance information. If the offeror fails to provide valid customer contacts, past performance references may not be considered.

**L.9.2 System Acquisitions.** The offeror shall provide a list of all system acquisitions completed within the last 10 years or currently in progress which are of similar scope, magnitude, and complexity to the requirements of this request for proposals. **NOTE:** If the offeror has no such acquisitions, a negative response is required. The list should include the following:

1. Name of the acquisition or project
2. Brief description of contract or subcontract
3. Annual outage data for the last five years or similar performance measurements
4. Total contract value
5. Period of performance
6. Principal parties involved and telephone numbers

**L.9.3 Past Performance Evaluation:** During past performance evaluation, the Government reserves the right to look outside of the proposals for past performance information of the offeror. The Government will consider information submitted by the offeror and owners/clients, as well as any other relevant and reliable information obtained from any other source (including information from Government personnel and databases). The Government will evaluate the currency and relevancy of the information, the source of the information, and general trends in performance, and appropriately factor the information into the evaluation. Information on significant problems encountered, customer dissatisfactions, and corrective actions taken should be provided. This comparative assessment of past performance is separate from the responsibility determination. In the event an offeror lacks a record of relevant past performance, or if information is not available, the offeror will not be evaluated favorably or unfavorably for past performance. The agency will base the past performance information on the project experience provided in Factor 1 as well as all other relevant and reliable sources of information authorized by the solicitation relating to past performance.

**L.9.4 Subcontractor Past Performance Evaluation:** The Government will evaluate past performance information on each pre-selected subcontractor, identified in the offeror's proposal, that will perform more than 10% of the effort. During past performance evaluation, the Government reserves the right to look outside the offers for past performance information of the identified subcontractors.

**L.9.5 Awards and Certifications.** The offeror should describe any quality awards or certifications that indicate the offeror possesses a high quality process for developing and producing the product or service required. Identify the segment of the company (one division or the entire company) which received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply. **A negative response is required if the offeror has no awards or certifications.**

## **L.10 PROPOSAL PREPARATION INSTRUCTIONS - COST PROPOSAL (FACTOR 3)**

The offeror shall propose a total of all payments for a fifty-year period for the services described in Section C, as detailed below.

**L.10.1 System Acquisition Price, CLIN 0001AA.** The offeror shall offer a price for conveyance of all right, title, and interest of the United States in the utility system. The consideration may take the form of a lump sum payment, a reduction in charges for utility services provided.

**L.10.2 Reserved.**

**L.10.3 Utility Services, CLIN 0001AB.** The offeror shall propose a fixed monthly charge for 36 months. The fixed monthly charge shall include costs to provide utility services to the installation including operation and maintenance, system characterization and work plan (section J1) and capital recovery for routine replacements and renewal costs. Prices proposed for the Fixed Monthly Charge shall be based on expected price levels during the first three years of utility service. The offeror shall include in CLIN 001AB a price for execution of the services described in Attachment J.1 (System Characterization and Workplan (DID P004)). This price shall be supported in the offeror's proposal details (L.10.5).

**L.10.4 Capital Investment Recovery - CLIN 0001AC.** The offeror shall propose a price for capital investment recovery as described in Section H. 12. Capital costs may include, but not be limited to, the Initial Capital Upgrades defined in Section J.3, the recoverable portion of the Acquisition Price, Mobilization capital costs, and capital costs of other upgrade or improvement projects proposed. The monthly cost of service charges (as described in H.12) for each capital project shall be summed to define cost of service charge for this CLIN. The offeror shall provide a cost breakout for all work included in Section J.3, separate from any other initial capital improvements proposed.

**L.10.5 Proposal Details.** Price information in the offeror's proposal will be used to establish the baseline for the contract and determine the reasonableness of the price proposed and the price for the fifty years of the contract. The contractor may propose using one of the following methods: 1) The Rate Based Method or 2) The Estimated Cost Method (reference Section J, Attachment J.4 Cost Schedules). The rate-based method is one whereby the O&M price is estimated using the offerors historical cost rate (e.g., \$/mile) or a price-based rate (e.g. \$/ Therm) to serve similar customers through similar utility systems receiving a similar level of service. The price developed from a rate-based method will be supported by the offerors documented historical cost to providing similar services to similar customers with the service defined by the offeror's service policy and line extension policy. The estimated cost method will be based on a detailed line item cost estimate, to perform the work. The estimated cost method requires that the work plan be defined in the proposal by task. The price developed from a detailed line item estimate will be supported by the offerors documented work plan, work breakdown structure, and cost estimate for specific tasks. The offeror may use a combination of these methods (e.g., routine O&M may be priced based upon historical costs and any special services provided beyond those included in the standard service policy that are required by the contract may be priced based upon a detailed cost estimate.

Costs should be included in one of four categories, 1) annual operations and maintenance, 2) capital costs (separately presented as acquisition price recovery, system expansion/upgrade, and replacement/renewal), 3) mobilization costs, and 4) system characterization and workplan costs. Annual operations and maintenance includes all costs associated with routine activities such as staffing, equipment, materials, periodic studies, subcontract costs, etc. Annual O&M should also include all costs not associated with the mobilization, system expansion, upgrade, or major renewals.

The offeror shall provide the data required either under paragraph L.10.5.1 or L.10.5.2 (See Section J, Attachment J.4 Rate Based Pricing Method and Estimated Cost Based Pricing Method) for O&M work plus the data required by paragraphs L.10.5.3 for mobilization costs and L.10.5.4 for capital costs for system expansion, upgrade, and renewal. Section L.10.6 should be addressed by all offerors.

L.10.5.1 Rate Based Method - Utility Services, Annual Operations, Maintenance, and other Routine Costs for fifty years. If the offeror's estimating technique is to develop this proposal based on a historical cost rate (e.g., \$/mile) or a price based rate (e.g., \$/Therm) to serve similar customers through similar utility systems receiving a similar level of service, the offeror shall provide the following:

a. The Offeror shall provide a copy of the Service Policy outlining the types of effort provided for the rate proposed. (A Service Policy is defined as a written description of service to be provided for the price charged. For companies regularly engaged in utilities work, a customer might expect to receive any and all necessary distribution system O&M, system renewal, and some system improvements all for a set rate. Any work specified by the company's published line extension policy would be provided at an extra charge. The Service Policy in this case would be the combination of the company's published line extension policy plus a statement that all service outside that defined by the line extension policy is provided at the rate proposed. For items that fall outside the standard service policy (such as mobilization) and that may fall within the offerors line extension policy (such as system expansion and possibly initial system upgrades), the offeror will have to submit a detailed work plan in order to define the work to be performed.)

b. Cost Backup. The offeror shall explain the method used to develop the cost estimate. In addition, the offeror shall:

- Provide a narrative describing the similarities of the installation as a customer to the customer rate class served by the comparable system (e.g. commercial, residential, industrial).
- Provide the Rate Support Schedule in section J (disk provided). This schedule compares the characteristics of similar systems verses the characteristics for the Army base (i.e., age, condition, size, construction standards, location, regulatory standards, etc). Schedule items provided are not limited to those listed on the schedule and some may not apply.
- Provide the service policy for the similar systems.
- Prepare a schedule of the specific rate components and their share of the total rate. Include discussions about the comparability of respective rate components for the similar system and the Army utility system(s). This comparison will include a comparison of the cost or price elements that comprise the rate you are proposing (such as distribution operation expense, distribution maintenance expense, meter reading expense, customer accounts expense, customer service expense). Clearly show and explain how the rate is adjusted for differences in the respective plants, services or conditions under which the services are provided. Clearly distinguish capital renewal and upgrade effort that is included in the proposed rate.

L.10.5.2 Estimated Cost Method - Utility Services, Annual Operations, Maintenance, and other Routine Costs for fifty years. If the offerors estimating technique is based on a build-up of estimated costs, offeror shall provide the following.

a. The Offeror shall provide a copy of the Service Policy outlining the types of effort provided for the price proposed.

b. Cost Backup. The offeror shall explain the method used to develop the cost estimate. The offeror shall submit support for the price proposed including a detailed line item estimate developed from the offerors documented work plan, work breakdown structure, and cost estimate for specific tasks. In addition, the offeror shall:

- For staffing costs, complete the attached schedule (see Section J, disk provided) to show each staff person along with the man-hours, labor rate, fringes, and overhead burdens. Provide the amount of profit/fee for a complete price for the staff. Clearly show how these profits are applied to the selected tasks.
- For periodic study costs, no fill-in schedule is specifically provided, however the offeror should provide a detailed task by task cost estimate to support the price included in the project table to show the associated man-

hours, labor, materials, equipment, and overhead cost for each major line item or task. If performed by in-house personnel, cross-reference the labor with the staffing plan.

- For other annual O&M costs such as equipment, materials, taxes, etc., complete the attached cost schedules as appropriate (see Section J). Items provided are not limited to those listed and some may not apply. Utilize the Description column to clarify assumptions and explanations.
- For O&M executed by subcontract, define the work and provide costs estimates.
- Describe and illustrate how various overhead amounts/rates are computed and applied to various line items or task. Taxes and franchise fees, if applicable, shall flow straight through to the Government without any sort of mark-up designed to benefit or compensate the contractor. Federal Taxes and any CIAC tax should be separately identified in the schedules provided. For all annual O&M costs, provide the amount of profit/fee for a complete price for the annual O&M. Clearly show how these profits are applied to the selected tasks.

L.10.5.3 Mobilization and Transition. The offeror shall provide a cost proposal for mobilization requirements to set-up at the site including new buildings, warehouses, etc. with equipment in place and ready to begin the O&M of the utility system(s). The contractor shall propose the following:

a. The offeror shall provide a detailed transition plan for all mobilization requirements.

b. Cost Backup. The offeror shall explain method used to develop the cost estimate. Fill out the cost and price spreadsheets provided in Section J. Provide additional schedules to support the direct cost estimate and describe and illustrate how the indirect cost is applied to the respective cost assertions. Mobilization items provided are not limited to those listed on the schedules and some may not apply. Utilize the Description column to clarify assumptions and explanations. Also, provide an equipment/vehicle list showing the purchase or lease cost for all items to be placed in service. Provide the amount of profit/fee for a complete price for the mobilization function. Clearly show how these profits are applied to the selected tasks.

L.10.5.4 System Expansion, Upgrade, and Renewal for years 1-50. The System Expansion, Upgrade, and Renewal effort consists of all work necessary to upgrade the system to meet industry standards; expand the system as necessary for fifty years to meet growth requirements; and renew the system to replace system components that have reached the end of their useful life for the fifty years of the contract. The offeror is required to submit a price proposal in accordance with DID P004 for the work described in J.3 which represents the Government's perception of the initial work required to upgrade the system, and a separate price proposal in accordance with DID P004 for the work described in J.3 which represents the offeror's perception of the initial work required to upgrade the system.

a. Work plan. The offeror shall provide a copy of the detailed work plan for all expansion, upgrade, and renewal requirements submitted under Section L, paragraph L.8.2 for years one through five. The offeror shall document his projection of expansion, upgrade, and renewal requirements to the best of his ability for years six through fifty (providing his rationale and methodology to support the price proposed). Discuss your line extension policy and categorize work that will require a contract and price modification (e.g. new connections, disconnections, and new distribution beyond that identified in this proposal, etc.).

b. Cost Backup. The offeror shall explain methods used to develop the cost estimate. The offeror shall prepare the fifty-year Capital Support Schedules in section J (disk provided). The offeror shall provide a detailed project by project cost estimate for years one through five, to support the price included in the project table to show the associated man-hours, labor, materials, equipment, overhead cost, and profit/fee for each major line item or task. The proposal shall contain the details of the methodology used to arrive at the proposed costs and the unit cost data used to formulate the cost proposal components. If you regularly solicit unit price proposals from local contractors for installation of typical plant units and you utilized these prices to estimate your upgrade costs, provide a copy of your latest price sheets. If performed by in-house personnel and labor costs are accounted for elsewhere, cross-reference the labor with the staffing plan. For each project proposed, clearly identify sizes, types, quantities, and unit cost for all items (e.g. piping, regulators, valves, etc.). For each project prepare an amortization schedule displaying the year and month that the asset(s) are placed in service. The Prime's construction management shall be shown separately. Provide the amount of profit/fee for a complete price for the systems upgrade function. Clearly show how these profits are applied to the selected tasks. Describe how work that falls within your line extension policy and categorized as work that will require a contract and price modification (e.g. new connections,

disconnections, and new distribution beyond that identified in this proposal) will be priced. If for example your firm has a standard pricing policy for this work and has published rates for these services, submit your policy and rates. The offeror shall document his projection of expansion, upgrade, and renewal requirements to the best of his ability for years six through fifty (providing his rationale and methodology in determining the price provided). These annual amortized costs will flow into the fifty-year capital summary schedule.

#### L.10.6 Other Price Issues.

L.10.6.1 The offeror shall describe the accounting system proposed for this contract. The offeror shall also discuss in detail the method of accounting for cost incurred executing the requirements of this contract. This method should account for all cash flows between the Government and the Contractor and all direct and appropriately allocated indirect costs incurred by the contractor.

L.10.6.2 If plant value such as net plant in service or original installed cost is proposed, the offeror shall describe in detail how the initial value of the plant will be determined and how it will be tracked over time. Discuss the pertinent features of the accounting system used to track net plant, OIC, etc. Detail any reference material that publishes standard system component value and depreciation rates that will be used to determine system value if appropriate.

L.10.6.3 The proposed method shall include a finance rate which the offeror proposes for capital cost recovery (Section H.12). The rate should be proposed as a fixed margin (%). However, it may be dependent on an index, such as the T-Bill rate, the applicable federal mid-term rate (AFMR), or the available bond issue rate (see Section H). The proposed rate may be added to or subtracted from the index. Any change will have to be justified and if deemed unacceptable could warrant contract termination.

L.10.6.4 The offeror should discuss in detail the tax implications that the proposal is based on. The offeror should address what taxes the offeror has assumed will apply to the work. Taxes to be addressed should be CIAC taxes, property taxes, income taxes (Federal and State), and any sales taxes that may be attributable to the work.

L.10.7 The offeror shall describe what influence state or local regulatory bodies may have over the terms and conditions of this contract. State whether the contract must be approved by any such body and what the result would be of any disapproval by the body.

### **L.11 SMALL BUSINESS PARTICIPATION (FACTOR 4)**

#### **INSTRUCTIONS FOR SMALL BUSINESS PROPOSED USAGE AND SMALL BUSINESS USED IN PAST CONTRACTS.**

**Any Small Business/Small Disadvantaged Business subcontractors identified in your written proposal must be submitted under Small Business Participation, Proposed Usage and in the individual subcontracting plan required by FAR 52.2198-9, which will be submitted and approved before the for award.**

**Note specifically, FAR 52.219-8, Utilization of Small Business Concerns, FAR 52.219-9, Small Business Subcontracting Plan, FAR 52.226-1, Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and DFARS 252.219-7003, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD contracts).**

#### **L.11.1 Small Business Participation:**

##### **L.11.1.1 Proposed Usage**

**The offeror shall provide a table listing the percentage of total contract to be subcontracted. Of the percentage to be subcontracted, the table will indicate the principal types of supplies and services to be subcontracted to small business, service-disabled veteran-owned small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business**

concerns. (The listing of SDB shall include subcontracts to HBCU/MI). Each firm will be identified and the percentage [%] and dollars [\$s] of subcontracted amount will be shown. The offeror shall explain for each small disadvantaged business concern for which it seeks evaluation credit the particular regulatory basis on how the concern is eligible for such status. This listing must be consistent with any proposed subcontractors presented in the proposal.

#### L.11.1.2. Usage on Past Contracts

The offeror shall provide a table listing small business goals and achievements for the projects identified in the proposal (L.8.3.1 above). This table shall list the percentage (%) of final contract amount of the project subcontracted, the percentage (%) goal on the approved subcontracting plan, and the percentage (%) of the actual amount subcontract to small business, small disadvantaged business (SDB), and women owned business. The listing for SDB shall include the percentage (%) and the dollars (\$) subcontracted to HBCU/MI.

Percent of final contract amount subcontracted \_\_\_\_%.

NAME OF PROJECT (Must be completed for each project listed in L.8.3.2 above)

NAME OF PROJECT	Small Business	Small Disadvantaged Business	Women Owned Small Business	Hub-Zone Small Business	Service-Disabled Veteran-Owned Sm. Bus.	Veteran-Owned Small Business
Goals from Approved Subcontracting Plan						
Actual Percentage (%) Subcontracted						

**L.11.2 SUBCONTRACTING PLAN.** In accordance with FAR 19.704, DFARS 219.704, the following information shall be contained or addressed in each offeror's subcontracting plan, except for small business concerns.

(1) Separate percentage goals, expressed terms of percentages of total planned subcontracting dollars (see FAR 52.219-9), for using small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required;

(2) A statement of the total dollars planned to be subcontracted and a statement of the total dollars planned to be subcontracted to small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns;

(3) A description of the principal types of supplies and services to be subcontracted and an identification of the types planned for subcontracting to small business, veteran-owned small business, HUBZone small business, small disadvantaged business (the goals for Small Disadvantaged Business shall

include subcontracts with HBCU/MI [see DFARS 219.704 and 226.70]), and women-owned small business concerns;

- (4) A description of the method used to develop the subcontracting goals;
- (5) A description of the method used to identify potential sources for solicitation purposes;
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns;
- (7) The name of an individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual;
- (8) A description of the efforts the offeror will make to ensure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts;
- (9) Assurances that the offeror will include the clause at 52.219-8, Utilization of Small Business Concerns (see 19.708(a)), in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) to adopt a plan that complies with the requirements of the clause at 52.219-9, Small Business Subcontracting Plan (see 19.708(b));
- (10) Assurances that the offeror will-
  - (i) Cooperate in any studies or surveys as may be required;
  - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
  - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and SF 295, Summary Subcontract Report, following the instructions on the forms or as provided in agency regulation (reporting shall be in accordance with the instructions on the forms or as provided in agency regulations); and
  - (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295; and
- (11) A description of the types of records that will be maintained concerning procedures adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veterans-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and to award subcontracts to them.

Offerors are specifically notified that based on DFARS 252.219-7003 (g) and as a supplement to FAR 52.219-9, in those subcontracting plans which specifically identify small, small disadvantaged, and women owned businesses, the Contractor shall notify the ACO of any substitutions of firms that are not small, small disadvantaged, and women owned businesses for the firms listed in the subcontracting plan. Notification shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

The apparent awardee is cautioned that Army FAR (AFARS), Appendix D will be used to review and score the subcontracting plan in the context of this particular procurement. A copy of AFARS, Appendix DD can be found at:

<http://farsite.hill.af.mil/reghtml/regs/other/afars/APDD.htm>

**The formal subcontracting plan, as required by FAR 52.219-9, will be a stand-alone document to be evaluated for the apparent awardee only, but must be submitted with the proposal of all offerors, except small business concerns.**

**219-704 Subcontracting plan requirements.**

**(a)(1) The goal for use of small disadvantaged business concerns shall include subcontracts with historically black colleges and universities (HBCU) and minority institutions (MI) (see Subpart 226.70), in addition to subcontracts with small disadvantaged business concerns. Subcontracts with historically black colleges and universities and minority institutions do not have to be included in the small disadvantaged business goal in commercial items subcontracting plans.**

(End of Provision)



**Section M**  
**EVALUATION FACTORS FOR AWARD**

**M.1. BASIC FOR CONTRACT AWARD:**

Award will only be made if (1) the long-term economic benefit of the conveyance to the United States exceeds the long-term economic cost of the conveyance to the United States, and (2) the conveyance will reduce the long-term costs of the United States for utility services provided by the utility system concerned as determined by the Secretary of The Army in accordance with statute 10 USC 2688. A contract will be awarded to the offeror who is deemed responsible in accordance with FAR 9.1, whose proposal meets the criteria described in the above paragraph, and whose proposal is determined to represent the best value to the Government based on the evaluation factors listed below. All proposals will be evaluated based on the evaluation factors listed below. The lowest priced proposal may not necessarily receive the award; likewise, the highest rated technical proposal may be necessarily receive the award.

**M.2. ACCOUNTING SYSTEM**

Offerors lacking an acceptable accounting system may be determined unacceptable for award.

**M.3. EVALUATION FACTORS FOR AWARD**

This section contains factors the Government will consider in evaluating proposals submitted in response to the solicitation. Detailed descriptions of the evaluation factors are included in Section L.

The Government will evaluate all responsive proposals and if it determines that privatization of the subject distribution system(s) is in the Government's best interest, a contract(s) will be awarded to the offeror(s) whose proposal(s) is deemed to be the best value to the Government. The offeror submitting the lowest priced proposal may not necessarily receive the award; likewise the offeror submitting highest rated technical proposal may not necessarily receive the award. The evaluation factors are listed below:

<b>Factor 1</b>	<b>Experience, Organization Structure and Technical Approach</b>
<b>Factor 2</b>	<b>Past Performance</b>
<b>Factor 3</b>	<b>Cost/Price</b>
<b>Factor 4</b>	<b>Small Business Participation</b>

**(a) Factor 1 is:**

- (1) Slightly more important than Factor 2; and**
- (2) Significantly more important than each of Factors 3 and 4.**

**(b) Factor 2 is significantly more important than each of Factors 3 and 4.**

**(c) Factor 3 is significantly more important than Factor 4.**

**(d) The non-priced Factors of 1, 2, and 4 combined are significantly more important than the priced Factor 3.**

**Factor 1 – Experience, Organizational Structure and Technical Approach.**

The offeror's overall technical approach (including the soundness of said approach), combined with its presentation of experience (including demonstrated/communicated knowledge), and organization will be evaluated for suitability in relation to the Government's needs. Specifically, Factor 1 will be evaluated based on the following subfactors:

- a. Experience
- b. Organizational Structure
- c. Technical Approach

All sub-factors are of equal importance.

**Factor 2 – Past Performance (Offeror and identified subcontractors).**

The past performance will be evaluated based on the following subfactors:

- a. Quality of product or service, to include meeting contractual requirements.
- b. Timeliness of performance.
- c. Safety
- d. Customer Satisfaction.

All sub-factors are of equal importance. Each offeror will be evaluated on past performance under existing and prior contracts/subcontracts for services of similar scope, magnitude, and complexity to this requirement. Past performance pertaining to the offeror is somewhat more important than past performance pertaining to the proposed subcontractors.

**Factor 3- Cost/Price.**

This factor will be evaluated based on the following:

- a. Cost/price will not be an adjectivally rated criterion; however, it will be competitively evaluated as to reasonableness and price realism (analysis of the total price [not separate cost items] to determine whether the estimated proposed price is realistic for the work to be performed; reflects a clear understanding of the requirements; and is consistent with the methods of performance described in the offeror's proposal. Offerors found to be unreasonably high or unrealistically low may be considered unacceptable and may be rejected on that basis. The Contracting Officer will conduct a price realism analysis to determine whether the proposed price is realistic for the work to be performed; reflects a clear understanding of the requirement; and is consistent with the methods of performance described in the offeror's proposal. Award will be made to the responsible offeror whose proposal offers the best overall value to the Government.
- b. Comparison of Offered Prices with the Government Estimate: In accordance with 10 USC § 2688, authority to privatize a utility system is subject to the action being in the long-term economic interest of the Government. To determine whether that criteria is met, the Government will use the prices proposed for distribution services to develop a projected 50-year economic analysis. The present value of the projected cash flow will be calculated and compared to the Government's present value estimate for a 50-year cash flow for Government ownership and operations and maintenance. Present values will be calculated at the discount rate specified in Appendix C of the Office of Management and Budget (OMB) Circular A-94 that is current at the time proposals requested herein are due.

**Factor 4 – Small Business Participation.**

The subfactors for this factor are:

- (a) Proposed Usage
- (b) Usage on Past Contracts

All sub-factors are equal importance. Offerors who are a small business, HUBZone small business, small disadvantaged business, women-owned small business, service-disabled veteran-owned small business, and veteran-owned small business concern will be given full credit for this factor.

#### M.4. ADJECTIVAL RATING STANDARDS

The first, second, and fourth evaluation factors will be adjectivally rated according to the guidance provided below:

**Excellent:** To receive this adjectival rating, the offeror must far exceed the requirements of the solicitation for the factor/sub-factor in question. In addition, the offeror has an outstanding approach and/or special qualification for the criterion being evaluated. The offeror demonstrates either through experience or approach, as applicable, that they bring some special contribution to this criterion and the project. The offeror has outstanding attributes that are very specifically applicable to the criterion. Exceptionally low risk of failure. No significant weak points.

**Good:** To receive this adjectival rating, the offeror must exceed the requirements of the solicitation for the factor/sub-factor in question. The offeror demonstrates that they have a good approach and are well qualified to perform the effort. The offeror has similar experience, or an approach, clearly applicable to the criterion. Minor risk of failure. Weak points can be readily overcome.

**Satisfactory:** To receive this adjectival rating, the offeror must satisfy all requirements of the solicitation for the factor/sub-factor in question. The offeror demonstrates that its organization can reasonably be expected to successfully perform these criteria. The offeror has acceptable experience, or an approach, which can be applied to these criteria. Acceptable risk of failure. Weak points, even significant weak points, identified but can be overcome.

**Marginal:** To receive this adjectival rating, the offeror satisfies a good number of the requirements of the solicitation (it may be unclear whether an offer meets the requirement, or shortcomings may be overcome) for the factor/sub-factor in question. Very real risk of failure. Significant weak points or failure to demonstrate the capability to meet a requirement may exist that could be overcome with some impact to the work.

**Unsatisfactory:** To receive this adjectival rating, the offeror satisfies some (or perhaps none of the) requirements of the solicitation for the factor/sub-factor in question. The offeror has a basic lack of understanding of the requirements, or has major problem(s) on approach, resulting in failure to meet requirements in critical areas. Major revision required to reach acceptability. Near certain risk of failure.

The evaluators may assign further distinguishers such as low, mid, or high to each of the adjectival ratings described above if needed and warranted to properly portray the quality of each proposal.